



PROJECT SPECIFICATIONS

FOR

POWERHOUSE PARK TOT LOT RENOVATION PROJECT

CITY OF DEL MAR

CALIFORNIA

July 2022

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for
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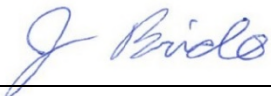
Prepared by:

City of Del Mar
1050 Camino Del Mar
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Prepared Under the Supervision of:

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Approved By:



Joe Bride, R.C.E 52107
Public Works Director/City Engineer

July 28, 2022

DATE

POWERHOUSE PARK TOT LOT RENOVATION PROJECT

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BIDDING INFORMATION

AND

BID DOCUMENTS

NOTICE INVITING BIDS

The City of Del Mar, OWNER, invites sealed bids for:

POWERHOUSE PARK TOT LOT RENOVATION PROJECT

The City of Del Mar seeks a bid from qualified contractor for the construction of the Powerhouse Park Tot Lot Renovation Project. The WORK consists of the demolition of the exiting playground and rubberized surface and the construction of a new playground including drainage, rubberized surface, and new playground equipment.

RECEIPT AND OPENING OF PROPOSALS: All bids must be submitted in sealed envelopes, bearing on the outside the bidder's name, address, the appropriate State CONTRACTOR's License designation held by the bidder, and marked "**SEALED BID FOR THE POWERHOUSE PARK TOT LOT RENOVATION PROJECT**". Sealed proposals will be received at the office of the City Clerk, City of Del Mar, located at 1050 Camino Del Mar, Del Mar, California, **until 2:00 PM, August 30, 2022.** Mailed bids shall be addressed to: **City Clerk at 1050 Camino Del Mar, Del Mar, California 92014** and must be received by bid closing shown above. Proposals which are not properly marked may be disregarded. It is the sole responsibility of the bidder to insure his bid is submitted in the proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.

OBTAINING CONTRACT DOCUMENTS: The Contract Documents may be obtained from the City's website (<https://www.delmar.ca.us/bids.aspx>) or eBidboard.com or by contacting the City at the email address given in this notice.

OPINION OF PROBABLE CONSTRUCTION COST: The engineer's opinion of probable construction cost for this project is \$224,000.

PRE-BID MEETING: An optional pre-bid meeting will be conducted at 10am on August 17, 2022 at Powerhouse Park, 1658 Coast Blvd, Del Mar, CA. The Tot Lot is at the southern point of Powerhouse Park near the railroad tracks.

COMPLETION OF WORK: All WORK performed under this contract shall be completed within **90 Calendar Days**, as specified in the Contract.

BID SECURITY: Bid Security shall accompany the bid in the form of a certified or cashier's check, or a Bid Bond made payable to the OWNER in the amount of ten percent of the total bid amount.

PERFORMANCE AND PAYMENT BONDS: For contracts above \$25,000, the successful bidder will be required to furnish a Payment Bond made payable to the OWNER in the amount of one hundred percent, and a Performance Bond made payable to the OWNER in the amount of one hundred percent of the contract amount.


DEPARTMENT OF INDUSTRIAL RELATIONS: All bidders are required to register with the California Department of Industrial Relations (DIR) in accordance with Labor Code sections 1771.1 and 1725.5 and are subject to compliance monitoring and enforcement by DIR in accordance with Labor Code section 1771.4.

WAGE RATES: Prevailing wage rate for the locality in which the WORK is to be performed and the construction activity applies to this contract. Not less than these rates shall be paid to all workers employed on the project.

CONTRACTOR'S LICENSING LAWS: CONTRACTOR is required to be licensed under the State of California classification as GENERAL ENGINEERING CONTRACTING- CLASS A as of the date of submittal of the bid documents and shall maintain such license until final acceptance of the WORK. CONTRACTOR shall also obtain a City of Del Mar business license.

PROJECT ADMINISTRATION: All questions relative to this project prior to the opening of bids shall be directed to Karen Falk, Principal Engineer, for the project listed. It shall be understood, however that no specification interpretations will be made by telephone. Questions shall be in writing and must be delivered at least ten (10) days prior to the date fixed for the opening of bids by hand to 2240 Jimmy Durante Boulevard, Del Mar, CA, or email to Karen Falk at kfalk@delmar.ca.us.

OWNER: City of Del Mar

BY: 

Joe Bride, Public Works Director

DATE: July 28, 2022

INFORMATION AND INSTRUCTIONS FOR BIDDERS

The Proposal must be executed in accordance with the instructions contained on the forms provided. If the bidder is an individual or a partner, the signature on the Proposal and bid bond must be the same as the name of the bidder shown on other parts of these forms.

WITHDRAWAL OR REVISION OF PROPOSALS: A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal, provided that the bidder's request for withdrawal is received at the office designated for receipt of proposals in writing before the time specified for opening bids. Revised proposals must be submitted as specified herein. The request for withdrawal shall be executed by the bidder or his duly authorized representative. Proposals that have been withdrawn, or received after the time specified for opening bids shall be returned to the bidder unopened. Upon bid opening, all proposed bid amounts shall be maintained and guaranteed by the CONTRACTOR for 120 days.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection as being non-responsive. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless called for. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

DISCREPANCIES IN BIDS: In the event there is more than one bid item in a bidding 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 may 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 by the OWNER, and the CONTRACTOR shall be bound by said correction. In the event there is more than one bid item in a bidding 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 by the OWNER, and the CONTRACTOR shall be bound by said correction.

ADDENDA AND INTERPRETATIONS: The OWNER will not be responsible for any oral interpretation of the meaning of the plans, specifications, or other pre-bid documents. Every request for such interpretation shall be in writing addressed to the ENGINEER designated for Project Administration in the Notice Inviting Bids, and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail, with return receipt requested, to all prospective bidders (at the respective addresses furnished for such purposes). All addenda so issued shall become part of the contract documents. It is understood that no "or equal" products will be considered for approval prior to award of contract.

DISQUALIFICATION OF BIDDERS: A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future WORK of the OWNER until any such participating bidder has been reinstated by the OWNER as a qualified bidder.
- (c) Proposals in which the contract prices obviously are unbalanced.

A person, firm, or corporation may submit a sub-proposal to more than one bidder, or may submit sub-proposals in addition to submitting a proposal as bidder, without being disqualified.

REJECTION OF PROPOSALS: Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

INFORMATION AND INSTRUCTIONS FOR BIDDERS

The OWNER reserves the right to reject any irregular proposal and the right to waive any irregularities or technicalities if such waiver is in its best interest and conforms to local laws and ordinances pertaining to the letting of construction contracts.

When a proposal is signed by an agent other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a general partner of a partnership, a "Power of Attorney" must be on file with the OWNER prior to opening bids or shall be submitted with the proposal.

DESIGNATION OF SUBCONTRACTOR: The bidder must complete this form at the time of submitting the Proposal. If no subcontractors are to be designated, enter the word "NONE."

The bidder's attention is directed to the provision of the Specifications which requires the CONTRACTOR to perform with his own forces contracting WORK amounting to a specified percentage of the total contract price.

BIDDER'S EXAMINATION OF SITE: Before submitting a proposal, the bidder shall carefully examine the drawings, specifications, and other contract documents, and he shall visit the site of the WORK. The submission of a proposal shall be prima facie evidence that the bidder is familiar with existing site conditions and that he has a clear understanding of the requirements of the contract regarding the furnishing of materials and performance of WORK.

Where the bidder feels that additional field data are either necessary or desirable, it shall be the bidder's responsibility to make all examination and field studies necessary for his own determination of the character of materials that will be encountered in any required excavation and embankment construction operations and to fully determine all cost factors related thereto which shall be included in his bid price for the WORK.

Such additional field data required by the bidder shall be undertaken at the bidder's expense. The submittal of a bid will be accepted as prima facie evidence that in compliance herewith, the bidder has accurately and fully informed himself of all geologic and soils conditions that will influence the cost of performing the WORK and that all such factors were carefully considered by him, prior to making his bid.

COMPETENCY OF BIDDERS: In selecting the lowest 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 proposal. When evaluating the competency of the lowest bidder, consideration will be given to the following matters:

- (1) Past projects shall demonstrate a high quality of workmanship and competence including the ability and willingness to meet the requirements of the contract specifications.
- (2) The CONTRACTOR must demonstrate a history of successfully completing projects on time and with a minimum of CONTRACTOR initiated delays.
- (3) The CONTRACTOR must demonstrate a record of minimal CONTRACTOR initiated change orders.
- (4) The CONTRACTOR's history of past litigation and license revocation or suspension will be reviewed.
- (5) The record of stop notices filed against the CONTRACTOR will be reviewed, including the relationship with subcontractors.
- (6) Recommendations from the OWNERS of previous projects should reflect a good working relationship with the OWNER, regulatory agencies and other CONTRACTOR's.

Based upon such information as is available, the OWNER may reject any bidder that the OWNER feels is not qualified or competent to perform the WORK to the highest standards.

INFORMATION AND INSTRUCTIONS FOR BIDDERS

To this end, each proposal 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. No bid for the WORK will be accepted from a CONTRACTOR who does not hold an active CONTRACTOR's license in good standing applicable to the type of WORK bid upon at the time of opening bids.

Pursuant to Public Contract Code section 6109, neither CONTRACTOR nor any of CONTRACTOR's subcontractors shall be eligible to perform WORK under this CONTRACT if they are ineligible pursuant to California Labor Code sections 1777.1 and 1777.7.

BID SECURITY: Each bid shall be accompanied by a certified or cashier's check, or a bidder's bond in the amount of not less than 10 percent of the maximum amount of the bid; the check or bond made payable to the order of the OWNER. Said check or bond shall be given as a guarantee that the bidder will, within ten days after being requested to do so by the OWNER enter into a contract and provide the required bonds if awarded the WORK. If the bidder to whom the WORK has been awarded and to whom the request has been made refuses or fails to enter into said contract and provide the required bonds within the specified time, the check shall be forfeited to the OWNER for the principal and surety on the bond shall be liable to the OWNER for the principal amount thereof in accordance with its terms. If the lowest responsible bid is not accepted by the OWNER within the time specified under "Award of Contract," or for such further period of time as may be agreed upon in writing between the OWNER and the bidder concerned, or if the bidder to whom the contract is awarded executes and delivers to the OWNER the required contract documents, the amount of the certified or cashier's check will be returned to the bidder. Attention is directed to the requirement noted on contract bonds that the Attorney-in-Fact attach a certified copy of the Power of Attorney. If the bidder elects to furnish a bid bond as his bid security, he shall use the bid bond form bound herein, or one conforming substantially to it in form and acceptable to the OWNER.

RELIEF OF BIDDER: If the bidder claims a mistake was made in his bid, the bidder shall give the OWNER written notice within five (5) days after the opening of bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. Relief will be granted only for clerical errors and at the OWNER's discretion.

RETURN OF BID SECURITY: Within 10 calendar days after award of the contract, the OWNER will return the bid securities accompanying such of the proposals as are not considered in making the award. All other bid securities will be held until the contract has been finally executed. They will then be returned to the respective bidders whose proposals they accompany.

AWARD OF CONTRACT: Award of a contract, if it is awarded, will be **based on the lowest responsible bidder for the Base Bid**. Due to a limit of available funds, the entire project may not be awarded. The complete Bid Schedule will be awarded in its entirety if a bid is within the funds available. However, the City reserves the right to add or delete and items of WORK listed in the Bid Schedule by increasing and/or reducing the quantities in accordance with Section 3- Changes in Work of the Standard Specifications. Should the City choose to add or delete any items of WORK, the lump sum prices for the remaining WORK shall not be adjusted or modified and the total project bid amount will be revised accordingly. The remaining amount shall then become the total project bid amount for all remaining portions of WORK and shall be the total contract amount awarded for the project. The City shall have sole discretion in selection of which items of WORK, if any, will be modified in the best interest of the City and within the amount of funds budgeted for the project. Bidder's experience and additional information requested on the form "INFORMATION REQUIRED OF BIDDER," bound herein, also will be evaluated. OWNER reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the OWNER. The low bidder may be required to submit, prior to award, additional financial statements and resumes of previous WORK.

CANCELLATION OF AWARD: The OWNER reserves the right to cancel the award without liability of the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the OWNER.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the OWNER on the form of agreement provided, shall secure all insurance and shall furnish all certificates and bonds

INFORMATION AND INSTRUCTIONS FOR BIDDERS

required by the specifications within 10 calendar days after receipt of the contract from the OWNER. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the contract, the OWNER may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the OWNER may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, each such bidder's bid securities shall be likewise forfeited to the OWNER.

CONTRACT BONDS: The CONTRACTOR shall furnish two good and sufficient bonds in the amounts specified in the "NOTICE INVITING BIDS." One of the said bonds shall guarantee the Faithful Performance of the said contract by the CONTRACTOR; and the other of the said bonds shall secure the payment of claims for labor and material; both as required by the State Contract Act. Bonds issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the OWNER. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

WORKER'S COMPENSATION CERTIFICATE: A "CONTRACTOR's Certificate Regarding Worker's Compensation" is included as part of the Contract Documents, in accordance with the Labor Code. The CONTRACTOR must complete this certificate before commencing the performance of the WORK of this contract.

NOTICE TO PROCEED: Upon execution of the contract, the OWNER will return to the CONTRACTOR one set of completed documents and will issue Notice to Proceed within 10 days, authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time. The CONTRACTOR shall begin WORK within 10 days following the date of commencement stated in the Notice to Proceed.

BUSINESS LICENSES: Prior to the start of WORK, the CONTRACTOR and all subcontractors shall obtain Business Licenses from the City Finance Department. The process for obtaining and fees for City business licenses are described in Section 7-1.04 - Permits and Licenses.

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF THE
POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

PROPOSAL SUBMITTED BY:

Name of Bidder _____
Business Address _____

The undersigned Bidder proposes and agrees, if this Bid is accepted by the OWNER, to enter into a contract with the OWNER in the form of agreement included in the Contract Documents to complete all WORK as specified or indicated under the Contract including Addenda Nos. ____, ____, and ____; and in accordance with all other Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Notice Inviting Bids and Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. Bidder will enter into a contract within 10 calendar days after receipt of the agreement forms from the OWNER, and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

The undersigned Bidder agrees that if this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give both, in sums as stated in the Notice Inviting Bids, a faithful Performance Bond and a Payment Bond as required by California State law and by the specifications with surety satisfactory to the OWNER within ten (10) days after the undersigned has received notice of the award of the Contract from the OWNER and that the Contract is ready for signature, the OWNER may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the OWNER.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the CONTRACTOR listed herein is licensed to perform WORK in the State of California according to the CONTRACTOR's License Law and that the license number and expiration date specified herein are true and in accordance with Business and Profession Code Amendment 7028.15 (e). Any bid not containing this information, or bid containing information which is subsequently proven false, shall be considered non responsive and shall be rejected.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned Bidder has examined the site and locality where the WORK is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

The bidder's execution of the signature portion of this proposal shall also constitute an endorsement and execution of those certificates and attachments which are a part of this proposal.

In addition, the undersigned bidder has examined the annexed proposed form of contract, and the Drawings, Special Provisions and Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the OWNER, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the WORK and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the unit and/or lump sum prices named in the following bid schedule(s).

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF THE
POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

I/We agree to construct the City of Del Mar Powerhouse Park Tot Lot Renovation Project, for the price listed on this proposal sheet.

BID SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization/Demobilization	1	LS	\$	\$
2	Stormwater Pollution Control & Best Management Practices (BMPs)	1	LS	\$	\$
3	Construction Survey and Staking	1	LS	\$	\$
4	Clearing and Grubbing	1	LS	\$	\$
5	Playground Equipment Installation	1	LS	\$	\$
6	Rubberized Play Surfacing	3,010	SF	\$	\$
7	Play Sand	2.5	CY	\$	\$
8	Storm Drain Assembly	1	LS	\$	\$
Total:					\$

Total Base Bid of Project in Numbers: \$ _____

Total Base Bid of Project in Words: _____

_____ Dollars

and _____ Cents

Payment will be based on actual quantities furnished, installed, or constructed in accordance with the Schedule of Values.

BID SCHEDULE NOTES:

Bids are to be submitted for every item on Bid Schedule. The amount of the bid for comparison purposes will be the total Base Project Bid Price. The bidder shall set forth for each unit basis item of WORK a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

The City of Del Mar reserves the right to vary the estimated quantities in accordance with the percentages listed in each section of the Special Provisions – Technical Provisions, Part 4 – Measurement and Payment. If no percentage is given, the quantities shall not vary more than plus or minus 25 percent in accordance with the Standard Specifications.

The CONTRACTOR is required to maintain and guarantee bid prices for a period of 60 days after bid opening.

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF THE
POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the ENGINEER from measured quantities of WORK performed based upon the Schedule of Values.

The Contract prices paid for the WORK shall include full compensation for all taxes which the CONTRACTOR is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax.

The Bidder shall provide the information requested on the following pages for each subcontractor who will perform WORK under this contract in excess of one-half of one percent of the total bid price. After the opening of proposals, no changes or substitutions will be allowed except as otherwise provided by law. The bidder's attention is directed to the provisions of the General Provisions that require that not less than 50 percent of the WORK shall be performed with the bidders own forces. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.

The Bidder understands that failure to specify a subcontractor for any portion of the WORK to be performed under the contract in excess of one-half of one percent of the bid, shall be deemed that the Bidder has agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the WORK except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Fair Practices Act (Section 4100 et seq. of the California Government Code).

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF THE
POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

DESIGNATION OF SUBCONTRACTORS

If no subcontractors are to be employed for the portions of WORK described, enter the word "None." If Bidder proposes to subcontract any portion of WORK not described below, provide information description labeled "Other." Attach additional sheets if necessary.

Description of Work to be Performed	Percent of Total Contract	Subcontractor's Name and Address	Subcontractor's License Number

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF THE
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GENERAL INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the requested information for Items 1 through 4. Failure to comply with this requirement will render the Proposal non-responsive and may cause its rejection. Additional sheets shall be attached as required. Information for Items 5 through 6 shall be furnished by the low bidder within three days of request by the OWNER.

(1) Contractor's name and address: _____

(2) Contractor's telephone number: _____

(3) Contractor's license: Primary classification: _____

State License No.: _____ Expiration date: _____

Supplemental classifications held, if any: _____

(4) Name of person who inspected site(s) of proposed WORK for your firm:

Name: _____ Date of Inspection: _____

(5) Upon request, submit the experience resume for the person who will be designated chief construction superintendent.

(6) Upon request, submit a general description of the plan to accomplish the WORK and a proposed schedule.

**PROPOSAL
TO THE CITY OF DEL MAR
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POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

EQUIPMENT/MATERIAL SOURCE INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.

Awarding of a contract under this bid will not imply approval by the OWNER of the manufacturers or suppliers listed by the bidder. Regardless of the listed Manufacturers/Supplier, all products or equipment to be furnished by the CONTRACTOR must conform to all requirements of the Specifications and Drawings. The bidder agrees to provide the listed products under this contract and, after the opening of proposals, no changes or substitutions will be allowed without written approval of the OWNER.

	<u>Equipment/Material</u>	<u>Manufacturer/Supplier</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____

**PROPOSAL
TO THE CITY OF DEL MAR
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POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal state or local government project because of a violation of law or a safety regulation?

YES _____ NO _____

If the answer is yes, explain the circumstances on a separate sheet of paper and attach to proposal.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the CONTRACTOR, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONTRACTOR within the immediately preceding two year period because of the CONTRACTOR's failure to comply with an order of a federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board.

**CONTRACTOR'S CERTIFICATION OF AWARENESS
OF IMMIGRATION REFORM AND CONTROL ACT OF 1986**

CONTRACTOR certifies that CONTRACTOR is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC Sections 1101 - 1525) and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Contract.

AFFIDAVIT OF NONCOLLUSION

As required by California Public Contracts Code section 7106, the CONTRACTOR has submitted as Attachment E the affidavit of noncollusion, which is attached hereto and incorporated herein as though fully set forth at length.

NOTE: The above Questionnaire, Statement, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Questionnaire, Statement and Non Collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF THE
POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

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

State of California)
County of San Diego) ss.
)

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

SIGNATURE

DATE

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

GUARANTY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal
and _____ as Surety,
are held and firmly bound unto the **CITY OF DEL MAR**, as **OWNER** in the penal sum of (10% of
bid) _____

_____ Dollars, (\$_____) for each payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to **THE CITY OF DEL MAR**, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

POWERHOUSE PARK TOT LOT RENOVATION PROJECT

NOW THEREFORE,

- (a) If such Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein states.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid, and said Surety does hereby waive notice of any such extension. The Surety agrees that if the City commences litigation to collect amounts due under this bond, the Surety shall pay, in addition to the amount of the Bond, all reasonable attorney fees and costs incurred by the City.

**PROPOSAL
TO THE CITY OF DEL MAR
FOR CONSTRUCTION OF
POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

GUARANTY/BID BOND

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be herein affixed and these presents to be signed by their officers, the day and year first set forth.

BY: _____

SEAL

**ATTORNEY-IN-FACT
ACKNOWLEDGMENT OF SURETY**

STATE OF: _____

COUNTY OF: _____

On this _____ day of _____, 20____

before me _____ a Notary Public in and
for said County and State personally appeared _____

_____ known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the _____ Corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as Attorney-In-Fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.

NOTE: The Attorney-In-Fact must attach a certified copy of the Power of Attorney.

Notary Public in and for the County of

State of California

BIDDER’S SIGNATURE CERTIFICATE

I hereby certify, under penalty of perjury, that the foregoing Proposal is true, correct, and legally submitted.

BIDDER: _____
 (Legal Name of Bidder)

by: _____
 (Signature) (Title)

Dated _____, 20___, at _____

Business Address: _____

Telephone: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

CONTRACT DOCUMENTS TO BE EXECUTED
BY THE
SUCCESSFUL BIDDER
FOLLOWING AWARD OF CONTRACT

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

This Construction Contract ("Contract") is made and entered into by and between the **City of Del Mar**, a municipal corporation, hereinafter referred to as the "City," and **[Name of Contractor]** hereinafter referred to as the "Contractor" (collectively "Parties").

RECITALS

WHEREAS, the City requires a general contractor to construct a Public Works project generally described as the **POWERHOUSE PARK TOT LOT RENOVATION PROJECT** hereinafter referred to as the "Project."

WHEREAS, the Contractor represents itself as possessing the necessary skills and qualifications to construct the Project required by the City and possesses the required contractor's license of the appropriate classifications.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, and in consideration of the payments and agreements hereinafter mentioned, the Parties agree as follows:

1. CONTRACTOR'S OBLIGATIONS.

- 1.1 Contractor shall perform the scope of work shown in the **Attachment A** hereinafter referred to as the "Work", as such term is defined by the Standard Specifications for Public Works Construction, latest version (GREENBOOK).
- 1.2 The Contractor agrees, at the Contractor's own proper cost and expense, to do all the Work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete the Work in a good, workmanlike and substantial manner and to the satisfaction of the City.
- 1.3 Said Work shall be performed in accordance with the Contract Specifications, Drawings, and Provisions annexed hereto; and in connection with the Reference Standards below:

Standard	Edition
Standard Specifications for Public Works Construction ("The GREENBOOK")	2021
San Diego Regional Standard Drawings	2018

- 1.4 The Contractor shall maintain throughout the full term of this Contract all professional certifications and licenses required in order to comply with all City, State, and Federal laws in the performance of this Contract.
- 1.5 The Contractor shall pay wages to the Contractor's employees according to the current "General Prevailing Wage Rates" issued by the Department of Industrial Relations of the State of California. Pursuant to provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor, from Director of the Department of Industrial Relations.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

These rates are available online with the California Department of Industrial Relations (www.dir.ca.gov). The Contractor shall post a copy of such rates at the job site and shall pay the adopted prevailing wage rates as a minimum. The Contractor shall comply with the provisions of Sections 1725.5, 1771, 1773.8, 1774, 1775, 1776, 1777.5, 1777.6, 1813, and 1815 of the Labor Code.

- 1.6 The Contractor shall register with the Department of Industrial Relations (DIR) in accordance with California Labor Code sections 1771.1 and 1725.5 and the Contractor shall be subject to compliance monitoring and enforcement by DIR in accordance with California Labor Code section 1771.4.
- 1.7 Pursuant to and subject to the provisions of Section 1775 of the Labor Code, Contractor shall forfeit to City, as a penalty, the sum of up to two-hundred dollars (\$200) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any Work done under this Contract, by it or by any subcontractor under it, in violation of the provisions of the Contract.

2. SECURITY FOR CONTRACTOR'S PROMISE TO PERFORM.

- 2.1 For contracts above \$25,000, the Contractor shall post and maintain during the full term of this Contract security for Contractor's promise to perform this Contract in the following forms and amounts:
 - A. The amount of the performance security shall be 100% of bid amount.
 - B. The form of the security shall be one of the following:
 1. Cash;
 2. Cashier's check made payable to the City;
 3. A certified check made payable to the City;
 4. A bond, executed by an approved surety insurer using the Performance Bond form found herein or a substitute form acceptable to and approved by the City, made payable to the City; or
 5. The Contractor may elect to deposit securities of a value equivalent to the amount of the performance security in accordance with the provisions of section 22300 of the Public Contract Code. The City will make the final determination as to the value of the posted securities.
- 2.2 The City shall retain five percent (5%) of each payment due the Contractor under this Contract until completion and acceptance of the Project. The Contractor may elect to deposit securities of a value equivalent to the retention in accordance with the provisions of Section 22300 of the Public Contract Code and thereby become entitled to receive one hundred percent (100%) of the payments, without retention. The City will make the final determination as to the value of the posted securities. The amount of retention withheld may be reduced, or a portion of withheld retention may be returned, at the sole discretion of the City.
- 2.3 For contract amounts above \$25,000, the Contractor shall file a payment bond using the Payment Bond form found herein or a substitute form acceptable to

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

and approved by the City, in the amount of 100% of bid amount, with and subject to the approval of the Director of Public Works in accordance with Civil Code section 3247.

3. CONTRACT AMOUNT AND SCHEDULE.

- 3.1 The City agrees to pay and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule attached hereto as **Attachment B** and incorporated by reference as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
- 3.2 Contractor agrees to complete the Work on POWERHOUSE PARK TOT LOT RENOVATION PROJECT in a time period not to exceed **ninety (90)** calendar days per Section 6-3 of the Standard Specifications for Public Works Construction (GREENBOOK), commencing upon the date stated in the Notice To Proceed issued by the City. Construction shall not commence until the City has approved bonds and insurance.

4. TERMINATION OF CONTRACT.

In the event of the Contractor's failure to prosecute, deliver, or perform the Work as provided for in this Contract, the City may terminate this Contract by notifying the Contractor by certified mail of said termination.

5. STATUS OF THE CONTRACTOR.

The Contractor shall perform the services provided for herein in a manner of Contractor's own choice, as an independent Contractor and in pursuit of Contractor's independent calling, and not as an employee of the City. Contractor shall be under control of the City only as to the result to be accomplished and the personnel assigned to the project. However, Contractor shall confer with the City as required to perform this Contract.

6. SUBCONTRACTING.

The Contractor's ability to subcontract is limited by and must comply with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code sections 4100 *et seq.* If the Contractor subcontracts any of the Work to be performed under this Contract, the Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

Contract shall create any contractual relations between any subcontractor of Contractor and the City. The Contractor shall bind every subcontractor by the terms of the Contract applicable to Contractor's Work unless specifically noted to the contrary in the subcontract in question approved in writing by the City.

7. ASSIGNMENT OF CONTRACT.

The Contractor has no authority or right to assign this Contract or any part thereof or any monies due thereunder to any other party without first obtaining the prior written consent of the City.

8. VERBAL AGREEMENT OR CONVERSATION.

No verbal agreement or conversation with any officer, agent or employee of the City, either before, during or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle the Contractor to any additional payment whatsoever under the terms of this Contract.

9. DISPUTES.

- 9.1 If a dispute should arise regarding the performance of this Contract, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provisions of the Contract, shall be reduced to writing by the complaining party. A copy of such documented dispute shall be forwarded to the other party involved along with recommended methods of resolution which would be of benefit to both parties. The party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) days of receipt of the letter.
- 9.2 If the dispute is not resolved, the aggrieved party shall send a letter outlining the dispute to the City to be resolved.
- 9.3 If the dispute remains unresolved and the parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law.
- 9.4 Pursuant to Public Contract Code Sections 20104 and 9204, a claim by the Contractor for a time extension; payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the City, shall be dealt with as follows:
 - A. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of claims.
 - B. For all claims, pursuant to Public Contract Code Sections 20104 and 9204:

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

1. City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. City shall identify the disputed and undisputed portion(s) of the claim in the written response. If City fails to issue a written statement, the claim is rejected in its entirety.
 2. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.
 3. The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 4. Pursuant to Public Contract Code section 9204, any payment on any undisputed portion of the claim shall be processed and made within sixty (60) days after the public entity issues its written statement.
- C. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand sent by registered or certified mail, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days after the meet and confer conference, City shall prepare a written statement describing portions of the claim in dispute and the portions of the claim that are disputed. Mediation Prerequisite: If following the meet and conference the claim or any portion remains in dispute, the parties agree that as a condition precedent to the initiation of litigation, the parties shall submit to non-binding mediation. The parties shall mutually agree to a mediator within ten (10) business days after the City's response following the meet and confer conference. The parties shall make reasonable attempts to mediate within thirty (30) days of the meet and confer conference. Mediation shall be subject to the following rules:
1. The mediation process shall be administered by a neutral organization agreed to by the parties and shall be confidential subject to Evidence Code Sections 1115 –1128 and 1152.
 2. The costs for mediation will be shared equally by all parties. The expenses of witnesses shall be paid by the party producing such witnesses.
 3. A single mediator shall be selected to mediate the dispute. At least ten (10) days before a scheduled session, each party shall provide the

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

mediator a brief memorandum setting forth its position about the issues that need to be resolved. The brief shall be mutually exchanged between the parties. At the mediation session, the parties will be expected to produce required information for the mediator to understand and evaluate the issues presented.

4. The mediation process shall be considered terminated when: (1) in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties; or, (2) by the execution of Settlement Agreement, which may be used as the basis for change order or other directive as appropriate; or, (3) written declaration of a party that it will no longer participate in further mediation proceedings.

- D. If mediation is unsuccessful, as a prerequisite to filing suit, the Contractor must file a claim pursuant to Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed shall begin from the time the claimant submits his or her written claim pursuant to subsection A until the time the claim is denied, including any period of time utilized by the meet and confer conference.

A civil action filed to resolve a claim subject to Section 9.4 of this Contract shall be subject to the provisions of Public Contract Code Sections 20104.4 and 20104.6.

10. HOLD HARMLESS.

- 10.1 The Contractor agrees to indemnify and hold the City; the City's officers, officials, employees and agents; the Engineer; and the Engineer's officers, officials, employees and agents (together, the "City Indemnified Parties"), harmless from, and against any and all liabilities, claims, demands, causes of action, losses, suit damage, expenses and costs, including all costs of defense, expense costs and investigation expenses thereof, arising out of, or in any manner connected directly or indirectly to the acts, omissions or performance of Work by the Contractor or Contractor's agents, employees, subcontractors, officials, officers or representatives. Upon demand, Contractor shall, at its own expense, defend the City Indemnified Parties from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs, regardless of whether or not such a claim, loss or liability is caused in part by a party indemnified hereunder.
- 10.2 By inspecting, approving or accepting the improvements, City shall not have waived the protections afforded herein to the City Indemnified Parties or diminished the obligation of Contractor, who shall remain obligated in the same degree to indemnify and hold the City Indemnified Parties harmless as provided above.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

- 10.3 Contractor's obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages or costs that arise out of the City Indemnified Parties' sole active negligence or willful misconduct.

11. RESPONSIBILITY FOR DAMAGE.

- 11.1 The Contractor shall obtain and maintain in full force and effect during the life of the Contract, contractual liability insurance for bodily injury liability and property damage liability assumed by the Contractor of all claims and lawsuits against the Contractor and his/her subcontractors arising out of or in connection with the Work to be performed. Such insurance as is afforded by the policy to the Contractor for Contractual Property Damage Liability Insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x" "c" "u" exclusions.
- 11.2 The Contractor shall maintain vehicle liability, and property damage insurance in the amount of not less than \$2,000,000 for one person injured in one accident, and not less than \$2,000,000 for two or more persons injured in any one accident, and not less than \$2,000,000 with respect to any property damage involved and public general liability insurance in the amount of not less than \$2,000,000 each occurrence or in the aggregate.
- 11.3 Evidence of insurance including Commercial General Liability, Workers' Compensation, and Automobile Liability in compliance with the above requirements shall be furnished to the City by Certificate of Insurance. Such Certificate of Insurance shall be furnished prior to the commencement of Work under the Contract. The insurance policy shall provide that the policy shall remain in force during the life of this Contract and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to City from the insurance company.
- 11.4 Such insurance shall be issued by a company or companies approved by the City, licensed and listed with "Insurance Organizations Authorized by the Insurance Commissioner to Transact the Business of Insurance in the State of California," and shall have a rating of A- or better.
- 11.5 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the City from taking such other actions as is available to it under any other provision of this Contract or otherwise in law.
- 11.6 The Contractor shall arrange for the policies to be so conditioned as to cover the performance of any changes or extra Work which may be required under the Contract.
- 11.7 The costs of this insurance shall be considered as included in the prices paid for the various Contract items of Work and no additional compensation will be allowed, therefore.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

- 11.8 The Contractor shall either: (1) require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified, or (2) insure the activities of its subcontractors in its own policy in like amount.
- 11.9 The Contractor's policies shall contain an Additional Insured Endorsement naming as additional insured the City and its officers, consultants, agents, and employees while on the Project and acting within the scope of their duties. For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- 11.10 Prior to commencement of Work under this Contract, the Contractor shall furnish endorsements from each of the insurance companies.
- 11.11 The Contractor shall reimburse the City and the Engineer for all costs and expenses, including attorney's fees, incurred by said City and the Engineer, in enforcing the provisions of Section 11.0 of this Contract.

12. NOTICES.

Any notices to be given under this Contract, or otherwise, shall be served by certified mail and addressed and delivered as listed below:

City of Del Mar
Attn: City Clerk
1050 Camino del Mar
Del Mar, CA 92014
cityclerk@delmar.ca.us

[INSERT CONTRACTOR]
Attn: _____

13. LIQUIDATED DAMAGES; EXTENSION OF TIME.

In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to CITY the sum of **five hundred dollars (\$500)** per day for each calendar day completion is delayed beyond the time allowed pursuant to paragraph 3 of this Contract. Such sum shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of CONTRACTOR, including delays caused by CITY. CONTRACTOR is required to promptly notify CITY of any such delay.

14. PERFORMANCE.

The City hereby promises and agrees with the Contractor to employ, and does hereby employ the Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, and in the manner and upon the

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
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conditions hereinafter set forth, and the City and the Contractor for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

15. CONTRACT AUTHORITY OVER PROPOSAL.

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the Bid or Proposal of the Contractor, then this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

16. CONTRACT DOCUMENTS.

The Contract consists of the following documents, all of which are component parts of the Contract as if herein set out in full, or attached hereto:

1. Notice Inviting Bid(s)
2. Information and Instructions for Bidders
3. Proposal
4. Contract
5. Worker's Compensation Certificate
6. Performance Bond
7. Payment Bond
8. Modifications to the Standard Specifications: General Provisions, Special Provisions, Construction Methods
9. Plans & Standard Drawings, Approved Submittals, Exhibits, and Site Photos
10. Addenda and approved Change Orders

All the above-named Contract Documents are intended to be complementary. The Work required by one of the above-named documents and not by others shall be performed as if required by all. Any conflicts in terms or requirements of any of the Contract Documents shall be determined by the order of precedence set forth in the GREENBOOK.

17. ATTACHMENTS.

The following Contract Documents are attached hereto:

- A. Scope of Work
- B. Proposal/Bid Schedule/Schedule of Values
- C. Worker's Compensation Certificate
- D. Performance Bond
- E. Payment Bond

18. NON-DISCRIMINATION.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

class protected under state, federal, or local law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

19. CALIFORNIA LAW; VENUE/MISCELLANEOUS.

This Contract shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Contract shall be brought in the County of San Diego, California. Contractor hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

20. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION AND CONTROL ACT OF 1986.

Contractor certifies that Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and consultants that are included in this Contract.

21. NO WAIVER.

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract shall constitute a waiver of any such breach of such covenant, term or condition.

22. SEVERABILITY.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.

23. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this Contract and the Exhibits, the main body of this Contract shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Contract, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Contracts, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

24. SIGNING AUTHORITY.

The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract, which will be effective as of the date of the City's execution of the Contract listed below.

CITY OF DEL MAR,
a municipal corporation

[NAME OF CONTRACTOR],
a California Corporation

By: _____
Ashley Jones, City Manager

By: _____
[Name], [Title]

Date: _____

Date: _____

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney

ATTEST:

Sarah Krietor, Administrative Services
Manager/City Clerk

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

ATTACHMENT A – SCOPE OF WORK

Contractor shall refer to **POWERHOUSE PARK TOT LOT RENOVATION PROJECT Specifications and Drawings** for the description of the scope of work to be performed.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

ATTACHMENT B – PROPOSAL/BID SCHEDULE/SCHEDULE OF VALUES

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total:					\$

Total Base Bid of Project in Numbers: \$ _____

Total Base Bid of Project in Words: _____
 _____ Dollars
 and _____ Cents

Payment will be based on actual quantities furnished, installed, or constructed in accordance with the Schedule of Values.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

ATTACHMENT C - WORKER'S COMPENSATION CERTIFICATE

Section 3700 of the Labor Code provides in part as follows:

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

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

CONTRACTOR'S
NAME: _____

ADDRESS: _____

BOND NO.: _____

SIGNATURE: _____

PRINT NAME/TITLE OF SIGNER: _____

DATE: _____

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

BOND NO. _____

ATTACHMENT D - PERFORMANCE BOND

WHEREAS, the City of Del Mar, a Charter City and municipal Corporation ("City") on the ____ day of _____, 20____, awarded to **[Name of Contractor]** ("Principal") a contract for the work described as **POWERHOUSE PARK TOT LOT RENOVATION PROJECT**; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW THEREFORE, We, the Principal and _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$.....) 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, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements, in the said contract and any alteration thereof made as therein provided, on his, her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation costs and expenses incurred by City in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

IN WITNESS WHEREOF, _____ identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____, 20__.

SURETY

PRINCIPAL

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

By: _____

(Name)

(Title)

Signature of Attorney-in-Fact

- NOTE:
- (a) Signature of those executing for Surety must be properly acknowledged.
 - (b) The Attorney-in-fact must attach a certified copy of the Power of Attorney.

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____)

On, _____ before me _____,
a notary public in and for said County and State, personally appeared _____
_____ who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to within this instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

BOND NO. _____

ATTACHMENT E - PAYMENT BOND

WHEREAS, the City of Del Mar, a Charter City and municipal Corporation (hereinafter designated as City), on ____ day of _____, 20__ awarded to

(hereinafter designated as the Principal) a contract for the work described as follows:

POWERHOUSE PARK TOT LOT RENOVATION PROJECT

WHEREAS, said Principal is required by Chapter 5, Title 3, Part 6, Division 4 (including, specifically, Section 9550) of the California Civil Code to furnish a bond in connection with said contract.

NOW THEREFORE, We, the Principal and _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States, said sum being not less than one hundred percent (100%) of the estimated amount payable by City under the terms of the above-referenced contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, pursuant to Section 9554 of the California Civil Code, if said principal, hers/his/its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the California Revenue and Taxation Code, with respect to such work and labor, the surety or sureties will pay for the same in an amount not exceeding the sum hereinabove specified, and also, in case 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 of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that his bond be construed most strongly against the surety and in favor of all persons for whose benefit such bond is given, by reason of any breach of contract between the City and Principal or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the California Civil Code, and has not been paid the full amount of his claim. Surety hereby waives notice of any such change, extension of time, addition, alteration or modification herein mentioned.

This bond is executed by Surety to and shall comply with the provisions of Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

SURETY

PRINCIPAL

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

By: _____

(Name)

(Title)

Signature of Attorney-In-Fact

(Attach required acknowledgements)

**CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEL MAR
AND [NAME OF CONTRACTOR]
FOR POWERHOUSE PARK TOT LOT RENOVATION PROJECT**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____)

On, _____ before me _____,
a notary public in and for said County and State, personally appeared _____
_____ who proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to within this instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

MODIFICATIONS TO THE STANDARD SPECIFICATIONS

“GREENBOOK” PART 1 – GENERAL PROVISIONS

GENERAL PROVISIONS

MODIFICATIONS TO THE STANDARD SPECIFICATIONS “GREENBOOK” PART 1 – GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

All the WORK to be done under this contract shall be in accordance with these Special Provisions and the **“GREENBOOK” Standard Specifications for Public Works Construction**, 2021 edition, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher:

*BNi Building News
990 Park Center Drive, Suite E
Vista, California 92081
(760) 734-1113
www.bnibooks.com*

The Standard Specifications set forth above, referred hereinafter as Standard Specifications, will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of these Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

GENERAL PROVISIONS

“GREENBOOK” PART 1 GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

[Add or redefine the following:]

Agency:	City of Del Mar
Board:	City Council of the City of Del Mar
Caltrans:	State of California, Department of Transportation
County:	County of San Diego
Engineer:	The Public Works Director of the City of Del Mar or an authorized representative
Federal:	United States of America
Contractor:	The word Contractor is supplemented by adding thereto the following: The term Contractor means the Contractor as defined herein or his authorized representative.
State	State of California

1-7 AWARD AND EXECUTION OF CONTRACT.

1-7.1 General.

[Replace with the following:]

Within ten (10) working days after the date of the AGENCY'S Notice of Award, the CONTRACTOR shall execute and return the following contract documents to the AGENCY:

- Contract Agreement
- Performance Bond
- Payment Bond
- Public Liability and Property Damage Insurance Certificate
- Automobile Liability Insurance Certificate
- Noncollusion Affidavit
- Worker's Compensation Insurance Certificate

GENERAL PROVISIONS

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

1-7.2 Contract Bonds.

[Add the following]

The Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Payment Bond shall remain in force until 35 days after the date of recordation of the Notice of Completion.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the CONTRACTOR may substitute securities for any monies withheld by the AGENCY to endurance under the contract.

At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the AGENCY, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the CONTRACTOR upon notification by AGENCY of CONTRACTOR's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the AGENCY.

GENERAL PROVISIONS

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS.

[Delete subsection in its entirety and replace with the following:]

Within 10 calendar days of the commencement date stated in the Notice to Proceed, the CONTRACTOR shall submit a complete list of all permits he will obtain indicating the AGENCY required to grant the permit and the expected date of submission for the permit and required date for receipt of the permit. The CONTRACTOR shall bear all costs of inspection required by agency or utility from which the permit was obtained, as well as all costs, relating to traffic control or safeguarding of persons or property required by said AGENCY or utility."

In accordance with City Ordinance, every person conducting or carrying on a commercial activity within the City from a fixed place of business shall pay an annual license tax. WORK described within this contract qualifies as such a commercial activity.

The CONTRACTOR and all subcontractors shall be required to verify they have obtained business license(s) prior to the processing of any progress payment. All costs associated with obtaining the required license(s) shall be borne by the CONTRACTOR.

A Business License Application form can be downloaded directly from:

<http://www.delmar.ca.us/DocumentCenter/View/544/Business-License-and-Application-Fee-Summary-PDF?bidId=>

The CONTRACTOR shall obtain written authorization from the private property owners prior to any construction on private property.

The permits and the City business license shall be valid for the entire construction period and shall be kept at the job site at all times. All provisions of the permit shall apply and shall have authority over any conditions contained herein these Special Provisions. Any costs incurred due to compliance with the permit or in obtaining a city business license or any other required permit or license shall be included in the contract cost for the WORK item involved and no additional payment will be made. Failure to comply with these specific licensing and permit requirements will result in withholding of any progress payment(s) to the CONTRACTOR.

Payment for permits and license requirements, unless otherwise noted herein, shall be included in the various items of WORK and no additional compensation will be allowed therefore.

2-4 COOPERATION AND COLLATERAL WORK.

[Add the following paragraphs following the second paragraph:]

The CONTRACTOR shall cooperate with property owners, various utility companies, and other interested parties within or adjacent to the limits of the WORK specified herein.

GENERAL PROVISIONS

It shall be the responsibility of the CONTRACTOR to schedule his WORK and that of his subcontractors to produce a smooth flow of WORK in a competent manner. All CONTRACTORS on this project shall cooperate with each other scheduling their WORK.

2-5.2 Temporary Utility Services.

[Add the following:]

Water for any purpose shall be obtained by the CONTRACTOR at his expense. Refer to Section 402 UTILITIES. In no case, may the CONTRACTOR obtain water from unmetered fire hydrants. The penalty for taking water from an unmetered fire hydrant shall be deducted from the payment due to the CONTRACTOR if the AGENCY is assessed by the water purveyor. The costs of obtaining water shall be included in the prices paid for the various contract items of WORK included and no additional compensation will be allowed therefore, unless otherwise specified in these Contract Documents.

2-6 CHANGES IN WORK REQUESTED BY THE CONTRACTOR.

[Add the following:]

2-6.1 Cost Reduction Proposal

1. You may submit to the Engineer in writing, proposals for modifying the Plans, Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of construction.
2. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the Project such as service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.
3. Include the following information in the cost reduction proposal:
 - a) A description of both the existing Contract requirements for performing the Work and the proposed changes.
 - b) An itemization of the Contract requirements that shall be changed if the proposal is adopted.
 - c) A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed change.
 - d) A statement of the time within which the Engineer shall make a decision.
 - e) The Contract items of Work affected by the proposed changes, including any quantity variation attributable thereto.
4. These provisions of this subsection do not require the Engineer to consider any cost reduction proposal which may be submitted. The City shall not be liable to you for not accepting or acting upon any cost reduction proposal you submitted pursuant to this subsection nor for any delays to the Work attributable to the proposal.
5. If a cost reduction proposal is similar to the information included in the Contract Documents or adopted by the City after the advertisement for the Contract, the Engineer will not accept such proposal and reserves the right to make such changes without compensation to you under the provisions of this subsection.
6. You shall continue to perform the Work in accordance with the requirements of the Contract until a Change Order incorporating the cost reduction proposal has been issued.

GENERAL PROVISIONS

If a Change Order has not been issued by the date upon which your cost reduction proposal specified a decision should be made, or such other date as you may subsequently have specified in writing, the cost reduction proposal shall be deemed rejected.

7. The Engineer is the sole judge of the acceptability of a cost reduction proposal and the estimated net savings. In determining the estimated net savings, the City has the right to disregard the Contract Bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.
8. The City reserve the right, where it deems such action appropriate, to require you to share in the City's costs of investigating your cost reduction proposal as a condition of considering such proposal. Where such a condition is imposed, indicate your acceptance in writing allowing the City to deduct amounts payable to you from any monies due or that may become due to you under the Contract.
9. If the Engineer accepts your cost reduction proposal in whole or in part, the Engineer shall issue a Change Order to incorporate the changes in the Plans and Specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect. If the Engineer's approval is conditional, the Change Order shall include any conditions upon which the Engineer's approval is based.
10. The Change Order also includes the estimated net savings in the cost of performing the Work due to the accepted cost reduction proposal and provides that the Contract cost be adjusted by crediting the City with 50% of estimated net savings amount.
11. The Contract Time shall not be extended by the acceptance of the cost reduction proposal and the performance of the Work unless specified otherwise in the Change Order.
12. The amount specified as payable to you in the Change Order is full compensation for the cost reduction proposal and the performance of the Work.
13. The City expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the City when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal shall be eligible for compensation subject to this subsection, and in that case, only for contracts awarded prior to submission of the accepted cost reduction proposal.
14. The cost reduction proposals identical or similar to previously submitted proposals shall be eligible for consideration and compensation under the provisions of this subsection if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the City.
15. Subject to the provisions contained herein, the City or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to you.

You shall bear all costs to revise bonds for the Project to include the cost reduction incentive proposal Work.

2-7 CHANGES INITIATED BY THE AGENCY.

2-7.1 General.

[Add the following paragraph after the first paragraph:]

GENERAL PROVISIONS

The CONTRACTOR shall prepare prices for the extra WORK in accordance with the ENGINEER's instructions and shall submit said prices to the ENGINEER for approval. The CONTRACTOR shall not proceed with the extra WORK until ordered to do so in writing by the ENGINEER.

The CONTRACTOR shall submit rates for labor and equipment, including subcontractors, at the preconstruction meeting for all potential extra WORK.

GENERAL PROVISIONS

SECTION 3 - CONTROL OF THE WORK

3-2 SELF-PERFORMANCE.

3-2.1 Self Performance.

[Add the following:]

The contract labor performed or provided by the CONTRACTOR shall amount to at least 50 percent of the total contract labor for the Contract. Contract labor shall exclude superintendence.

Prior to award of the Contract, the otherwise qualifying low bidder shall submit a list of all subcontractors intended to perform WORK on the project. This list shall include the name and location of the place of business of each subcontractor who will perform WORK or labor or render service to the prime CONTRACTOR in or about the construction of the WORK or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime CONTRACTOR, specially fabricates and installs a portion of the WORK or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime CONTRACTOR's total bid. The prime CONTRACTOR shall provide a description by bid item number or otherwise fully designate the portion of WORK to be performed by each subcontractor.

3-7 CONTRACT DOCUMENTS.

3-7.3 Examination of Contract Documents.

[Add the following:]

The bidder shall examine carefully the entire site of the WORK, including but not restricted to the conditions and encumbrances related thereto, the Plans and Specifications, and the proposal and contract forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of the WORK to be performed, the quantities of material to be furnished and as to the requirements of the proposal, Plans, Specifications, and the Contract.

3-7.4 Record Drawings

[Add the following:]

- (a) The CONTRACTOR shall keep and maintain, at the job site, one record set of specifications, addenda, change orders, modifications, full size contract drawings and shop drawings. On these, he shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original contract drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the contract drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the WORK as actually constructed. These master record drawings of the CONTRACTOR's

GENERAL PROVISIONS

representation of as-built conditions, including all revisions made necessary by addenda, change orders, and the like shall be maintained up-to-date during the progress of the WORK.

- (b) Record drawings shall be accessible to the ENGINEER at all times during the construction period and shall be delivered to the ENGINEER upon completion of the WORK.
- (c) Requests for partial payments will not be approved if the record drawings are not kept current, and not until the completed record drawings, showing all variations between the WORK as actually constructed and as originally shown on the contract drawings or other contract documents, have been inspected by the ENGINEER.
- (d) Final payment will not be approved until the CONTRACTOR- prepared record drawings have been delivered to the ENGINEER. Said up-to-date, record drawings may be in the form of a set of prints with carefully plotted information overlaid in pencil.
- (e) Upon completion of the WORK and prior to final acceptance, the record drawings shall be turned over to the ENGINEER for transmittal to the AGENCY.

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

3-10 SURVEYING.

3-10.4 Survey Service.

[Add the following:]

The CONTRACTOR shall perform and be responsible for the accuracy of surveying adequate for construction, however the task of surveying itself shall be performed under the direction of a licensed Land Surveyor or Professional Engineer whom is authorized to practice land surveying, retained or provided for by the CONTRACTOR. The cost of any additional surveying and/or construction staking primarily for the convenience of the CONTRACTOR and for replacement of stakes or field markings lost for any reason will be the responsibility of the CONTRACTOR. The cost to re-establish and file a corner record and tie sheets for any monumentation that is damaged or lost for any reason will be the responsibility of the CONTRACTOR.

The CONTRACTOR shall be responsible for inventorying all existing striping that will be affected by the WORK and tying out all utility covers that will require adjustment to grade after the proposed finished surface is placed. CONTRACTOR shall be responsible for protection of existing survey monuments and centerline ties. The CONTRACTOR shall be responsible for the finished WORK's conforming to the lines, grades and benchmarks given by the ENGINEER. The CONTRACTOR shall establish supplementary benchmarks, elevations, lines and grades and any other necessary controls, which are not established by the ENGINEER and

GENERAL PROVISIONS

which are necessary to complete the WORK. Compensation for above WORK by the CONTRACTOR shall be included in the various contract bid items and no additional compensation shall be made therefore.

All construction surveying, monument preservation, and monument replacement surveying necessary to complete the WORK as shown on the plans and provided for in these contract documents and specifications shall be accomplished by or under the direction of a licensed Land Surveyor or Professional Engineer, with the ability to practice land surveying in the State of California, retained or provided by the CONTRACTOR. The AGENCY reserves the right to direct additional construction surveys to be performed by the CONTRACTOR when it feels it is required to adequately construct the WORK.

All costs to the CONTRACTOR for protecting, removing, restoring, repairing, replacing, or reestablishing monuments or accessories to monuments or costs associated with the preparation or filing of Corner Records pursuant to sections 8700 to 8806 of the Business and Professions Code shall be included in the various contract bid items and no additional compensation shall be made therefore.

Full compensation of conforming to the requirements of this section shall be included and no additional compensation shall be made therefore, and shall include, but not be limited to, construction staking of all proposed improvements, locating survey monuments, re-setting of affected survey monuments, and centerline ties. Preparing and filing affected centerline tie sheets and Corner Records, locating Bench Marks and notifying the County Surveyor's Office of same, professional office services and field calculations, and furnishing all labor, materials, tools, equipment, and incidentals for doing all WORK involved, and no additional compensation will be allowed therefore. When the contract does not include a pay item for monument preservation and unless otherwise provided in the specifications, full compensation for all monument preservation required to complete the WORK shall be included in the price bid for other items of WORK and no additional compensation will be allowed therefore.

3-12 WORK SITE MAINTENANCE.

3-12.1 General.

[Add the following:]

The CONTRACTOR shall keep premises free from accumulations of waste materials, mud, dust and rubbish at all times. The CONTRACTOR shall provide adequate trash receptacles at the site, and shall promptly empty the containers when filled.

No material other than clear, clean water is allowed to flow in the street gutters and/or into storm drains.

Construction materials shall be neatly stacked by the CONTRACTOR when not in use. Dusty materials in piles or in transit shall be covered to prevent suspension of the dirt or air. The CONTRACTOR shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids and cleaning solutions from the affected surfaces to prevent marring or other damage.

GENERAL PROVISIONS

Volatile wastes shall be properly stored in covered metal containers and removed daily. Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. All wastes shall be removed from the site and disposed of in a manner complying with local ordinances and antipollution laws. Adequate cleanup will be a condition for recommendation of progress payment submittals.

[Delete the second paragraph and replace with the following:]

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

[Add the following to the third paragraph:]

All public roadways used as haul routes must be cleaned daily of all dirt, mud and debris deposited on them as a result of construction. Cleaning is to be done to the satisfaction of the ENGINEER.

[Add the following:]

The CONTRACTOR shall properly safeguard all equipment, materials, and WORK against loss, damage, malicious mischief, or tampering by unauthorized persons until acceptance of the WORK by the AGENCY. Locked and covered storage or continuous surveillance by a watchman shall be provided as necessary to accomplish this purpose.

The AGENCY 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.

The AGENCY may desire to salvage certain items of existing equipment which are to be dismantled and removed during the course of construction. Prior to removal of any existing equipment from the site of the WORK, the CONTRACTOR shall ascertain from the ENGINEER whether or not the particular item or items are to be salvaged. Items to be salvaged shall be stockpiled on the site in a location as directed by the ENGINEER, at the CONTRACTOR's expense. All other items of equipment shall be disposed of off-site by the CONTRACTOR at his own expense.

Payment for daily cleaning of all dirt, mud, and debris deposited on public roadways as a result of construction shall be included in the various items of WORK and no additional compensation will be allowed therefore.

3-12.2 Air Pollution Control.

[Add the following:]

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The CONTRACTOR shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any WORK performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including, but not limited to, the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the San Diego Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements. Materials to be disposed of shall not be burned, either inside or outside the highway right of way. The provisions of Subsection 300-1.3 "Removal and Disposal of Materials" of the Standard Specifications permitting disposal of material by burning shall not apply.

3-12.2.1 Smog Control.

[Add the following:]

The CONTRACTOR shall at all times maintain strict compliance with all applicable regulations of the San Diego Air Pollution Control District. Such regulations shall include, but will not be limited to:

- Maintenance of permits for all equipment requiring such permitting by the APCD or State Air Resources Board.
- Compliance with all permit conditions of permitted equipment including operating conditions, equipment maintenance, installation of emission control devices, and record keeping.
- Mitigation of all smoke, odors, or other air emissions that may constitute a nuisance.

In the event that the smoke problem becomes excessive, it may be necessary to add an additional blower system to reduce the problem. No additional compensation will be made for any necessary steps required to reduce the smoke.

3-12.3 Noise Control.

[Add the following:]

The noise level from the CONTRACTOR's operations shall conform to Chapter 9.20 of the Del Mar Municipal Code as amended by Ordinance No. 452. A copy of this ordinance is available upon request.

The use of portable leaf blowers is prohibited within the City of Del Mar. NO EXCEPTIONS shall be granted. For every incident where the Contractor or Subcontractors are observed using leaf blowers, the CONTRACTOR shall pay the AGENCY, or have monies due withheld, the sum of five hundred (\$500).

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3-12.4 Storage of Equipment and Materials.

3-12.4.2 Storage in Public Streets.

[Add the following:]

The CONTRACTOR shall not store construction materials, equipment or excavated material within the public right-of-way at any time without prior permission from the ENGINEER. The CONTRACTOR shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available within the project limits.

Short-term parking for dump trucks, delivery vehicles, and equipment during working hours will be established on the west side of Camino Del Mar approximately 200 feet north of the project site. The CONTRACTOR will be responsible for maintaining safe access for pedestrians using existing sidewalks and trails throughout the duration of the project.

No parking of any construction equipment or stockpile of material will be allowed within the City Right of Way during non-working hours for the duration of the construction. Unused equipment or material (including the displaced material) shall be removed and stored offsite (to a fenced and screened area) daily. The CONTRACTOR may, at his own expense, maintain and operate a WORK and storage area outside of the public right-of-way. The CONTRACTOR's storage area is subject to all requirements of the BMPs to be implemented in the storage facility shall be designated in the SWPPP/BMP Plan and utilized in the storage facility as needed. In such case the CONTRACTOR shall submit to AGENCY written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of WORK. Location of the storage site shall be approved by AGENCY. Condition and operation of yard shall conform to these specifications. The CONTRACTOR shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The CONTRACTOR shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The CONTRACTOR shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the CONTRACTOR from any further clean-up or restoration WORK and shall submit a copy of such release to AGENCY. The Notice of Completion will not be issued until said release is submitted.

The CONTRACTOR shall provide and maintain suitable parking areas, for use by all construction workers and others performing WORK or furnishing services in connection with the project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, construction activities, or public parking.

Unless specific stockpile and storage areas have been established by the AGENCY as described elsewhere in the special provisions, stockpile and equipment storage locations shall be selected by the CONTRACTOR, subject to written approval by the ENGINEER. When any material or equipment is to be stored outside the highway or street right-of-way, the CONTRACTOR shall first obtain written authorization from the property AGENCY on whose property the storage is to be made, and he/she shall file with the ENGINEER said permit, or a certified true copy thereof, together with a

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written release from the property AGENCY absolving the AGENCY and ENGINEER from any and all responsibility in connection with the storage of materials or equipment on said property. The CONTRACTOR shall leave all storage areas in a neat and clean condition, satisfactory to the ENGINEER, and in accordance with the provisions of the storage permits.

Stockpile and storage areas shall be allowed only for new, clean construction materials intended for use within the near future. Temporary storage of construction trash and waste materials shall be in approved containers and equipped with lids that are closed when not in use. Disposal of construction trash or waste materials shall not be allowed within the city limits.

The AGENCY may have limited space adjacent to the existing City Public Works Yard for use by the CONTRACTOR as a temporary construction storage yard at the discretion of the Public Works Director. This area may be used for materials and equipment storage only. No excavation, refuse material, hazardous substances or fuel containers will be allowed. This area would not be for the exclusive use of the CONTRACTOR, but will also be used for other city activities. Any fencing required to enclose the temporary storage yard will be the responsibility of the CONTRACTOR. The CONTRACTOR shall be fully responsible for providing all security necessary at the storage area for protection of his equipment and materials and for making all provisions necessary for public safety. The AGENCY will assume no liability for vandalism, lost or damaged equipment or materials or public injury at the storage area. The CONTRACTOR shall keep the storage yard neat and orderly and shall clean and refurbish the yard following completing of WORK to conditions acceptable to the AGENCY.

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

The storage of fuel, fuel oils or gasoline shall not be allowed within the City limits.

3-12.5 Sanitary Sewers.

3-12.5.4 Sanitary Facilities.

[Add the following:]

- (a) Toilet Facilities. Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of subpart d, section 1926.51 Of the OSHA standards for construction.
- (b) Sanitary and Other Organic Wastes. The CONTRACTOR shall establish a regular collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the ENGINEER and in accordance with all laws and regulations pertaining thereto. Disposal of all such wastes shall be at the CONTRACTOR's expense.

3-12.6 Water Pollution Control.

[Add the following:]

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The CONTRACTOR shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all surface and subsurface water entering the excavations or other parts of the WORK to the satisfaction of the AGENCY. This may include, but not limited to, coffer dams, well points, piping, pumps, French drains, etc., as necessary to accomplish the above.

Discharge of Hydrostatic Test Water and Potable Water

In discharging hydrostatic test water, pipeline flushing water, and any potable water the CONTRACTOR shall comply with all requirements of the California Regional Water Quality Control Board, San Diego Region, regarding wastewater discharges, including Permit Order No. R9-2002-0020 or R9-2010-0003 after September 1, 2010 *General Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems*.

If the wastewater discharge is applied to land without entering into a municipal storm drain (MS4) system or defined streambed, then Order No. R9-2002-0020 or R9-2010-0003 is not applicable.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

[Add the following:]

Storm Water Discharge Requirements

A new Storm Water General Permit, Order 2009-0009-DWQ, took effect July 1, 2010. The CONTRACTOR shall comply with the new permit requirements. The most significant changes to the new requirements in Order No. 2009-09-DWQ are included in Appendix A.

The CONTRACTOR shall maintain the project footprint under 1 acre, otherwise an application for coverage or Notice of Intent under the General Permit must be completed and filed with the State Water Resources Control Board. In such a case, the AGENCY shall be notified immediately and the Storm Water Pollution Prevention Plan (SWPPP) 3-12.6.3 amended to comply with the General Construction Permit. The SWPPP shall contain a site map which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP shall list Best Management Practices (BMPs) 3-12.6.2 the CONTRACTOR intends to use to protect storm water runoff and the placement of those BMPs. Additionally, the SWPPP shall contain a visual monitoring program; a chemical monitoring program for "non-visible" pollutants to be implemented if there is a failure of BMPs; and a sediment monitoring plan if the site discharges directly to a water body listed on the 303(d) list for sediment.

The CONTRACTOR shall designate a qualified person who is trained and competent in the implementation of the project's SWPPP and use of BMPs and who shall be on the site daily, although not necessarily full time, to evaluate the conditions of the site with respect to storm water pollution prevention. This person shall ensure the implementation of the conditions of the City of Del Mar, the Contract Documents, and other State and local regulations and ordinances with respect to control of erosion, sediment and other forms of water pollution, as well as other waste management regulations. Further, this person shall be responsible for monitoring weather and implementation of

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any emergency plans as needed. The weather shall be monitored on a five-day forecast plan and a full BMP protection plan shall be activated when a 40% chance of rain is forecasted. This person shall also be responsible for overseeing any site grading operations and evaluating the effectiveness of the BMP's. This person shall modify the BMP's as necessary to keep the site in compliance. This person or other designated site management staff shall be responsible to inspect the BMP's routinely and ensure maintenance measures are implemented and revised the SWPPP as needed to meet compliance.

The CONTRACTOR shall educate all employees, subcontractors, and suppliers about storm water pollution prevention and mitigation measures needed during various construction activities to prevent the impact of construction discharges. The CONTRACTOR shall ensure that all personnel are trained in basic urban runoff management. A list of attendees and copies of the educational materials shall be kept on file at the site and submitted to the ENGINEER at the conclusion of each training session, upon request.

The CONTRACTOR shall protect the site with BMPs, such as gravel bags and filter fabric, all new and existing storm water conveyance system structures and other facilities from sedimentation or other related construction debris and discharges, or by any other equal product that is approved by the ENGINEER. The CONTRACTOR shall prevent any discharge of concrete rinse water or other pollutant into a storm water conveyance facility with physical barriers.

The CONTRACTOR shall submit a BMP plan with the locations for concrete washout, staging, and storage areas. Further, the CONTRACTOR shall show pollutant control measures to be used (BMPs) to confine construction waste in these designated areas, including construction entrance stabilization and wheel-wash measures to reduce the tracking or deposition of sediment onto public and private roads.

The CONTRACTOR shall maintain and repair all pollutant control measures as soon as possible after the conclusion of each rain event as worker safety allows. For the duration of the project, the CONTRACTOR shall submit, with each progress payment request, documentation that these pollutant control measures were maintained, including detailed reports on daily routine WORK and special maintenance WORK that was performed, and a list of BMPs that were found to be inadequate and what modifications were made.

Monthly progress payments are conditioned upon the Owner having received from the CONTRACTOR the pollution control inspection and maintenance reports.

If an unmitigated non-stormwater discharge leaves the project site, the CONTRACTOR shall immediately stop all the activity causing the discharge and mitigate the discharge. The CONTRACTOR shall also immediately notify the ENGINEER of the discharge. As soon as practical, any and all waste material, sediment, debris or other pollution from any discharge shall be removed from the drainage system by the CONTRACTOR.

3-12.6.4 Dewatering

[Add the following:]

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CONTRACTOR is advised that groundwater may be encountered during construction of project. If groundwater is encountered, CONTRACTOR shall dewater the trench as required for proper installation of the pipeline and protection of the workers at no additional cost to AGENCY in accordance with Section E herein. CONTRACTOR shall comply with all requirements of the California Regional Water Quality Control Board, San Diego Region, regarding discharge of groundwater from dewatering, including Permit Order No. R9-2008-0002 *General Waste Discharge Requirements for Discharges from Groundwater Extraction and Similar Discharges to Surface Waters within the San Diego Region Except San Diego Bay* and procure all permits and/or authorizations required to dewater the pipeline trench.

If the groundwater discharge is applied to land without entering into a municipal storm drain (MS 4) system or defined streambed, then Order No. R9-2008-0002 is not applicable. Prior to discharging water on private property, CONTRACTOR shall obtain written permission of the owner(s) approving such use. Said written permission shall be submitted to the AGENCY.

a) Other Discharges

For all other wastewater discharge situations, the CONTRACTOR shall, at his sole expense, obtain a discharge permit from the California Regional Water Quality Control Board, San Diego Region. A copy of said discharge permit shall be provided to the AGENCY. CONTRACTOR shall comply with conditions therein and perform the monitoring required.

b) Miscellaneous Discharge Requirements

CONTRACTOR shall not allow any discharges from the construction site which may have an adverse effect on receiving waters of the United States. The wastewater discharge shall not contain a concentration of total residual chlorine of more than 0.1mg/l. The wastewater discharge shall not contain oils, greases, waxes, or other potentially hazardous materials. The wastewater discharge shall not cause erosion or sedimentation in the receiving water. CONTRACTOR shall provide written notification to the AGENCY/municipality that owns, operates, and maintains the storm drain conveyance system a minimum of one (1) week prior to the start of any discharge into a storm drain conveyance system.

3-12.7 Weed Control.

[Add the following:]

The CONTRACTOR shall at all times comply with requirements for hazardous communications programs. Pest control specialists are to be trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations. Use of Round-Up, Ranger-Pro, or any other product with Glyphosate is prohibited. Violations of any of these requirements will lead to a civil (Public Nuisance) penalty of up to \$5,000 per day, per violation.

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SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS.

5-1.1 General.

[Add the following:]

The CONTRACTOR will be required to submit weekly certified payrolls for the project. The CONTRACTOR shall also submit payrolls for all subcontractors who perform WORK in excess of **\$10,000**.

The payrolls reflect payment of the prevailing wage to all employees plus required fringe benefits. Failure to comply with this requirement may be cause for the AGENCY to stop construction or to withhold contract payments until the CONTRACTOR shows compliance.

5-7 SAFETY.

5-7.1 Work Site Safety. Protection of the Public.

[Add the following:]

It is part of the service required of the CONTRACTOR to make whatever provisions are necessary to protect the public. The CONTRACTOR shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life, or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed WORK or partially removed facilities. Unusual conditions may arise on the WORK which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of WORK under this contract.

Whenever, in the opinion of the ENGINEER, an emergency exists against which the CONTRACTOR has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the CONTRACTOR's operations and when, in the opinion of the ENGINEER, immediate action shall be considered necessary in order to protect the public or property due to the CONTRACTOR's operations under this contract, the ENGINEER will order the CONTRACTOR to provide a remedy for the unsafe condition. If the CONTRACTOR fails to act on the situation within a reasonable time period, the ENGINEER may provide suitable protection to said interests by causing such WORK to be done and material to be furnished as, in the opinion of the ENGINEER, may seem reasonable and necessary.

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

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The job site shall be protected with locked temporary fencing for the duration of the project. Contractor shall arrange temporary fencing such that the pedestrian pathway, located immediately to the east of the playground between the wooden bollards and the railroad fence, is closed for the duration of the project. Additional paths and walkways inside the park may need to be intermittently restricted or rerouted for public safety for the duration of the project. Contractor shall provide all equipment, materials, and manpower to maintain public safety around construction activities at all times.

The CONTRACTOR is restricted from using any equipment larger than a bobcat or small/mini excavator for demolition. Dump trucks and large vehicles will not be allowed to drive off the public right-of-way.

5-7.2 Safety Orders.

[Add the following:]

The CONTRACTOR shall comply with the provisions of any AGENCY ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the CONTRACTOR is required to obtain a permit from the Division of Industrial Safety for any trench or excavation of five feet or more in depth and into which a person is required to descent.

In accordance with Section 7104 of the Public Contract code, any public works contract, which involves excavations that extend deeper than four feet below the surface shall provide as follows:

- (a) That the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in WORK of the character provided for in the contract.
- (b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK shall issue a change order under the procedures described in the contract.
- (c) That, in the event that a dispute arises between the public entity and the CONTRACTOR whether the conditions materially differ, or involve hazardous

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waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the WORK, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all WORK to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

5-7.2.3 Payment.

[Add the following:]

Full compensation for conforming to all sections of 5-7 shall be considered as included the various items of WORK and shall include, but not be limited to, traffic control, notifications, providing temporary pedestrian access surfaces, advanced signing, maintenance of parking restrictions, and no additional compensation shall be allowed therefore.

5-8 Mandatory Recycling of Industrial Waste.

[Add the following section:]

The CONTRACTOR shall dispose of designated recyclable materials in accordance with Del Mar Mandatory Recycling Ordinance No. 590, Section 11.20.110. The following materials are the designated industrial use recyclables subject to the ordinance: dirt, asphalt, sand, land clearing brush, concrete, and rock.

Asphalt containing "Petromat" may require special handling; all costs associated with disposal shall be borne by CONTRACTOR.

Names, locations and fees of recyclers accepting the above items may be obtained by contacting the County of San Diego Department of Public Works, Solid Waste Division, (619) 974-2661.

Prior to final project approval, the CONTRACTOR shall comply with the mandatory recycling ordinance by submitting to the city weight receipts for recyclable construction material.

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SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-2 PROSECUTION OF THE WORK.

[Add the following:]

All proposed concrete improvements in each phase shall be completed before proceeding to the next phase.

Temporary AC ramp transitions and walkways will be required per section 7-10.2 “Pedestrian and Business Access” for temporary pedestrian and vehicular access. All temporary pedestrian access shall conform to the American Disability Act (ADA).

6-3 TIME OF COMPLETION.

6-3.1 General.

[Add the following:]

The time for completion shall be as noted in the Notice Inviting Bids and the Contract.

6-3.4 Working Hours.

[Add the following:]

The CONTRACTOR's activities shall be confined to the hours as outlined below:

- 7:00 am to 4:30 pm Monday through Friday. No weekend or night work shall be permitted, unless requested in advance and approved by the City.

No lane closures, material deliveries, or other WORK will be allowed except within the hours of WORK. All trenches shall be plated and recessed at the end of each working day. Deviation from these hours will not be permitted without the prior consent of the ENGINEER, except in emergencies involving immediate hazard to persons or property. In the event of a requested deviation, inspection service fees will be charged against the CONTRACTOR. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the CONTRACTOR.

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.2 Extensions of Time

[Add the following:]

An allowance for say 10 weather days and 5 unforeseen condition days shall be included in the contractor's baseline schedule.

6-9 LIQUIDATED DAMAGES.

[Replace with the following:]

For each consecutive calendar day in excess of the time for completion of the WORK the CONTRACTOR shall pay to the AGENCY, or have withheld from monies due it, the sum per day as listed in the Contract.

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For every hour or for any part of an hour thereof in excess of the required time, per the traffic control plan or these Special Provisions, that all vehicular travel lanes of the roadway are not open to regular vehicular traffic, the CONTRACTOR shall pay the AGENCY, or have monies due withheld, the sum of five hundred (\$500) per hour.

For every hour or for any part of an hour thereof that a flagger is absent from the required intersection or roadway, per the traffic control plan and/or these Special Provisions, the CONTRACTOR shall pay the AGENCY, or have monies due withheld, the sum of five hundred (\$500) per hour.

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SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.1 General.

[Insert the following after the first paragraph:]

Compensation for items of WORK not specifically identified in these General Provisions shall include all labor, materials, tools, equipment, safety measures, and supervision required to complete the WORK to grades and dimensions shown on the plans or staked in the field. There shall be no compensation except for the bid items specified in the Proposal. The cost of all WORK shown on the plans and in these specifications but not specifically identified as a bid item or described within a bid item shall be included in related bid items, and no additional compensation shall become due the CONTRACTOR by nature of compliance with the plans and specifications except as provided in Sections 2, "Scope of Work" of the Greenbook, as modified in these Special Provisions.

[Delete the last paragraph and replace with the following:]

At the expiration of thirty-five (35) days from the filing and recording of the Notice of Completion of the WORK, the amount deducted from the final estimate and retained by the AGENCY will be paid to the CONTRACTOR except such amounts as required to be withheld by properly executed and filed to stop payment, or as may be authorized by the contract.

When no bid item is provided for WORK/improvement shown or indicated on the plans and specifications, payment for such WORK/improvement will be considered to be included in various applicable items of WORK.

7-3.2 Partial and Final Payment.

[Amend the first sentence of the first paragraph to read:]

The closure date for the purpose of making partial progress payments will be the last day of each month. The CONTRACTOR may request, in writing, that such monthly closure date be changed. The ENGINEER may approve such request when it is compatible with the AGENCY'S payment procedure. The CONTRACTOR shall prepare the approximate measurement of the WORK performed through the closure date and submit it to the AGENCY for approval by the 10th day of the following month. When the WORK is complete, the ENGINEER will determine the final quantities of the WORK performed and prepare the final progress payment report.

Each month, the CONTRACTOR shall meet with the ENGINEER, a minimum of three working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the WORK performed through the closure date and the estimated value of the progress payment based on the contract Unit Prices or as provided for in Section 9-2. Any progress payment submitted without such approval will be considered incomplete and returned to the CONTRACTOR and no payment shall be considered until such approval is obtained.

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[Add the following to the end of this section:]

Payments are commonly authorized and made within 30 days following the 10th day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the CONTRACTOR returns the control set of Plans and Specifications showing the as-built conditions.

A full ten percent (10%) retention will be deducted from all progress payments. The final retention will be authorized for final payment thirty-five (35) days after the date of recordation of the Notice of Completion.

The CONTRACTOR, however, may receive interest on the retained amount, or receive the retained amount itself so long as the securities equivalent to the retained amounts are substituted with escrow holder approved by the AGENCY.

At the request and expense of the CONTRACTOR, retained amounts or securities equivalent to the retained amounts may be deposited with the State Treasurer or a State or Federally-chartered bank as the escrow agent, who shall return such monies or securities to the CONTRACTOR upon satisfactory completion of the contract.

Surety eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts and stand-by letters of credit.

Any escrow agreement entered into and shall be substantially similar to the form "Escrow Agreement for Security Deposits" in lieu of retention as contained in Section 4590 of Chapter 13 of Division 5 Title 1 of the Government Code.

7-3.3 Delivered Materials.

[Replace with the following:]

The monthly estimate prepared by the ENGINEER shall include an amount to cover partial payment for certain materials purchased by the CONTRACTOR. Said amount will include 80 percent of the value of all acceptable materials and equipment for the Contract that have been delivered and suitably stored at the project site but not yet used in the WORK, provided any such individual item has a value of more than \$5,000 and will become a permanent part of the improvement. Said value will be based on certified copies of invoices delivered by the CONTRACTOR to the ENGINEER. Payment will not be issued without certified copies of invoices. Requests for partial payment for materials on hand must be made by the CONTRACTOR on forms provided by the ENGINEER.

7-3.4 Mobilization.

[Amend this section as follows:]

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Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all equipment; furnishing and erecting, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the WORK.

Mobilization shall include, but not be limited to, the following principal items:

- (a) Installing temporary construction power and wiring.
- (b) Developing construction water supply.
- (c) Providing field office trailers for the CONTRACTOR.
- (d) Providing on-site sanitary facilities and portable water facilities.
- (e) Arranging for, and erection of, CONTRACTOR's WORK and storage yard.
- (f) Submittal of all required subcontractor insurance certificates and bonds.
- (g) Obtaining all required permits.
- (h) Posting all OSHA required notices and establishment of safety programs.
- (i) Have the CONTRACTOR's superintendent at the job site full time with a pager and cellular phone.
- (j) Demobilization.

Payment for mobilization and demobilization is unique since there are various sites throughout the City of Del Mar. CONTRACTOR shall include mobilization and demobilization in each item of WORK listed in the Bid Schedule and no additional compensation shall be allowed. No payment for mobilization, or any part thereof will be approved for payment under the contract until mobilization items listed above have been successfully completed and the CONTRACTOR is ready to move onto the next item of WORK. The amount of the CONTRACTOR's bid which will be allowed for mobilization shall be limited to a maximum 6.0 percent of the total bid amount, unless the CONTRACTOR can show written proof that his actual mobilization exceeds that amount. The OWNER shall retain 25% of the mobilization allowance for demobilization. Payment for demobilization will be made following the completion of each WORK item.

7-4 PAYMENT FOR EXTRA WORK.

7-4.2.3 Tools and Equipment Rental.

[Delete the second paragraph and replace with the following:]

The rates to be used in determining equipment rental costs shall be those rates listed for such equipment in the State of California, Department of Transportation publication entitled "Equipment Rental Rates and General Prevailing Wage Rates," which is in effect on the date upon

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which the WORK is accomplished, regardless of ownership and any rental or other agreement entered into by the CONTRACTOR, if such may exist for the use of such equipment. If it is deemed necessary by the ENGINEER to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the ENGINEER. The CONTRACTOR may furnish any cost data which might assist the ENGINEER in the establishment of such rental rate.

7-4.3 Markup.

[Delete in its entirety and SUBSTITUTE with the following:]

1. Work paid under Allowance Bid items for permits, governmental fees, or direct payments specified in the Contract Documents shall not be subject to any markups.
2. The allowance for overhead and profit shall not exceed the values listed in the table below:

Component	Overhead	Profit
Labor	10%	5%
Material	10%	5%
Equipment	10%	5%

3. Markups for materials shall be applied to the actual cost of the material before applying the sales tax.
4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
 - a) Regardless of the number of Subcontractor tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost.
 - b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
 - c) You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
 - d) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

7-6 BID ITEMS. (Add the following):

Payment for the work included in each Bid Item shall be made at the actual quantity constructed, using the units listed in the **Bid Schedule** and the Unit Prices included in the BID. All other work shown or mentioned on the Plans, in the Specifications, or in any one of the Contract Documents shall be considered as included in the related Bid Items shown in in the **Bid Schedule**. The Contractor must complete all work that is shown or described in the Contract Documents, whether or not there is a specific Bid Item for that hat work, and no additional compensation will be allowed.

1. Mobilization/Demobilization – Lump Sum

GENERAL PROVISIONS

The Contractor shall be paid a fixed lump sum price for the cost of providing bonds, insurance, financing, and moving equipment to and from the job site.

Payment for this item shall be made at the contract lump sum price and shall include full compensation for mobilization and demobilization, along with any incidentals to accomplish all the Work as specified herein, and no additional compensation shall be allowed.

2. Storm Water Pollution Control and Best Management Practices (BMPs) – Lump Sum

Payment for all work associated with the above-mentioned requirements as described under this Section, and as shown on the plans, included but not limited to implementation and maintenance of BMPs shall be included in this bid item. No additional payment will be made.

3. Construction Survey and Staking – Lump Sum

Construction surveying services and potholing will be provided by the Contractor. Contractor shall verify all invert elevations and pipe slopes as shown on the plans prior to installation. Payment shall be included in the lump sum bid item and no additional compensation shall be made.

4. Clearing and Grubbing – Lump Sum

Clearing and Grubbing shall include the protection of all items to remain, demolition of existing playground equipment, play surface, and base material, removal of deleterious materials, and proper disposal from the Project site as required to construct the improvement as shown on the Demolition Plan and as described in the Specifications. Clearing and grubbing shall also include the relocation, adjusting, temporary removal and reinstallation, or salvaging of all facilities so indicated on the Plans which are not designated as separate bid items, or which are not included in other bid items. Unless otherwise noted on the Plans, the Contractor shall protect all existing utilities, whether shown on the Plans or not.

Payment for Clearing and Grubbing will be paid for at the unit price per Lump Sum and shall include full compensation to perform the construction operations specified or shown on the Plans and will be included in the price bid and no additional compensation will be allowed. Payment for removal and disposal of abandoned utilities shall be included in the various items of work and no additional compensation will be allowed.

5. Playground Equipment Installation – Lump Sum

Playground equipment shall be provided by the City to the Contractor for installation. Contractor shall furnish all labor, material, and equipment necessary for the installation of the playground equipment. Playground equipment shall be installed by a manufacturer-certified installer and must be installed in accordance with the manufacturer's installation instructions. Playground installation shall be in compliance with ASTM F1487 and U.S. Consumer Product Safety Commission (CPSC). Playground equipment specifications including structure layout, footing drawings, footing locations, and installation instructions have been included as Appendix 2 and 3

Payment for the Playground Equipment work shall be at the contract price per lump sum as shown in the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools,

GENERAL PROVISIONS

equipment, shop drawings, and all other work and incidentals necessary to accomplish the work as specified herein and no additional compensation will be allowed therefore.

6. Rubberized Play Surfacing – Square Foot

Rubberized Play Surfacing shall conform to Detail ‘A’ Sheet LC- and the specifications shown on Sheet LC-3 of the Plan Set. This work shall include the concrete base and subgrade preparation.

Payment for the Rubberized Play Surfacing work shall be at the contract price per square foot as shown in the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment, and all other work and incidentals necessary to accomplish the work as specified herein and no additional compensation will be allowed therefore.

7. Play Sand – Cubic Yards

Play Sand shall conform to the specifications shown on Sheet LC-3 of the Plan Set and be installed so that the finished sand surface is 2” below the top of the existing curbs. The existing play sand can be protected-in-place and the new play sand is installed on top of the existing.

Payment for the Play Sand shall be at the contract price per lump sum as shown in the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment, and all other work and incidentals necessary to accomplish the work as specified herein and no additional compensation will be allowed therefore.

8. Storm Drain Assembly – Lump Sum

The Storm Drain Assembly shall consist of all labor, materials, tools, and equipment necessary to perform all work as illustrated and described on the Drainage and Grading Plan and described in the Specifications.

Payment for the Storm Drain Assembly will be paid at the unit price per Lump Sum. The contract price for work under this item shall include, but is not limited to, furnishing all labor, material, tools, and equipment and performing all work required for the Storm Drain Assembly installation as specified in the Specifications. No additional compensation will be allowed.

GENERAL PROVISIONS

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL.

[Add the following:]

No field offices for AGENCY personnel shall be required; however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the CONTRACTOR, at any time during the operation of the WORK.

MODIFICATIONS TO THE STANDARD SPECIFICATIONS

“GREENBOOK” PART 3 – CONSTRUCTION METHODS

CONSTRUCTION METHODS

MODIFICATIONS TO THE STANDARD SPECIFICATIONS “GREENBOOK” PART 3 – CONSTRUCTION METHODS

1. STANDARD SPECIFICATIONS

All the WORK to be done under this contract shall be in accordance with these Special Provisions and the **“GREENBOOK” Standard Specifications for Public Works Construction**, 2018 edition, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher:

BNi Building News
990 Park Center Drive, Suite E
Vista, California 92081
(760) 734-1113
www.bnibooks.com

The Standard Specifications set forth above, referred hereinafter as Standard Specifications, will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of these Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

CONSTRUCTION METHODS

“GREENBOOK” PART 3 CONSTRUCTION METHODS

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5.5.2 Curb.

[Delete the last two sentences and replace with the following:]

Prescribing CONTRACTOR’s names on any concrete surface is prohibited. CONTRACTOR shall remove any prescribed CONTRACTOR’s names or remove and replace concrete at no additional cost to the City.

Joints shall conform to 303-5.4

MODIFICATIONS TO THE STANDARD SPECIFICATIONS

“GREENBOOK” PART 4 – EXISTING IMPROVEMENTS

EXISTING IMPROVEMENTS

“GREENBOOK” PART 4 EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1.1 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

[Add the following new subsection:]

The CONTRACTOR shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g. curbs, gutters, sidewalks, driveways, fences, walls, irrigated systems, signs, utility installations, pavements, structures, landscaping, etc.) which are damaged or removed as a result of his operations or as required by the Plans and Specifications. Damaged or removed traffic signal detector loops and or irrigations systems shall be replaced or repaired and returned to service within 72 hours, unless otherwise directed by the ENGINEER.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the CONTRACTOR's operations, such striping or markings shall also be considered as existing improvements and the CONTRACTOR shall repaint or replace such improvements.

Relocations, repairs, replacements or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions, unless otherwise specified.

The CONTRACTOR shall protect, by covering in plastic, existing brick surfaces, walls and other existing improvements to remain during concrete and asphalt concrete construction.

[Delete the last paragraph and replace with the following:]

All costs to the CONTRACTOR for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing and/or supporting existing improvements shall be included in various items of WORK and no additional compensation will be allowed therefore.

Full compensation for Survey Monument Preservation, shall including the cost of all labor, tools, equipment, incidentals, flagmen, providing notices, and any other safety measures used for the field survey and monument placement, shall be paid for by the lump sum price bid as shown on the BID SCHEDULE and no additional compensation will be allowed.

400-1.2 RESPONSIBILITY FOR DAMAGE.

[Add the following new subsection:]

In addition to the provisions of Subsection 5-4 (“**Liability Insurance.**”) of the Standard Specifications as between the Agency and the Contractor, the Contractor shall take and assume all responsibility for the Work as stated herein and/or shown on the Plans.

EXISTING IMPROVEMENTS

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

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

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

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

400-2 Permanent Survey Markers.

[Add the following:].

In accordance with Senate Bill 1563, the CONTRACTOR shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The CONTRACTOR shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the ENGINEER. The CONTRACTOR shall bear the expense of replacing any that may be disturbed. Replacement shall be done only under the direction of the ENGINEER by a Registered (licensed) Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

The centerline monuments for all intersections within the project limits shall be permanently tied out prior to cold milling and overlay and re-established after final asphalt concrete paving. Upon submittal of all corner records and centerline tie notes and monuments to the Office of the County Surveyor, the CONTRACTOR shall submit copies of the same records to the Agency. CONTRACTOR shall also submit accepted and filed corner records upon acceptance by the Office of the County Surveyor prior to completion of the project.

EXISTING IMPROVEMENTS

SECTION 402 - UTILITIES

402-1 LOCATION.

[Add the following:]

- a) The existence and location of any underground utilities or structures are not shown on the plans. The CONTRACTOR shall take precautionary measures to protect all utilities as required by the specifications, the CONTRACTOR shall perform all exploratory excavations necessary to determine the exact locations and depths of all existing underground facilities that may conflict with the proposed improvements.
- b) The CONTRACTOR shall notify the utilities at least 48 hours in advance of excavating around any of their structures and to determine the location of all utilities.
- c) It shall be the CONTRACTOR's responsibility alone to determine the location of underground utilities or substructures of every nature and to protect them from damage prior to commencing WORK. The CONTRACTOR shall pothole all underground utilities which are shown on the Plans, or marked in the field by utility owners as being within 5 feet horizontal distance from the edge of any planned project sewer, water main, storm drain, retaining walls, electrical conduit, gas main, telephone conduit, cablevision conduit, irrigation conduit alignment, or other conduit of any type. The potholes shall be at all crossings of each utility and at one hundred (100) foot maximum intervals along each utility. The CONTRACTOR agrees to be fully responsible for any and all damages, which may be caused by his failure to exactly locate and preserve any and all underground utilities. In the event the CONTRACTOR encounters underground utilities he shall verify the exact location of the utility and immediately notify the ENGINEER, regardless of whether the unknown utility conflicts with the proposed construction or not. In the event of such a previously unknown conflict, the CONTRACTOR shall immediately notify the ENGINEER as to the extent, if any, of delays or additional costs resulting from said conflict. The CONTRACTOR shall perform WORK and provide necessary materials to disconnect or relocate existing utilities as indicated. Relocate existing utilities at the direction of the ENGINEER only if utility conflicts cannot be resolved or avoided. Relocation of utilities will be a changed condition.
- d) The CONTRACTOR shall perform potholing of all existing utility connections as a first order of WORK for each phase of the WORK. The CONTRACTOR shall submit a complete Pothole Report to the CITY and ENGINEER seven (7) working days prior to trenching. The Pothole Report shall include, at a minimum, dates, station location per Drawings, utility type and size, and depth from surface to top and bottom of pipe. The Contractor shall backfill and patch these potholes immediately after establishing those locations. The backfill shall conform to the relative compaction requirements for trenches.
- e) When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site WORK operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

EXISTING IMPROVEMENTS

- f) **WATER SUPPLY.** The CONTRACTOR shall provide, at his own expense, an adequate supply of water of a quality suitable for construction purposes. The CONTRACTOR shall provide and operate all pumping facilities, pipelines, valves, hydrants, storage tanks, and all other equipment necessary for the adequate development and operation of his water supply system. The CONTRACTOR shall be solely responsible for the adequate functioning of his water supply system and shall be solely liable for any claims arising from the use of same, including discharge or waste of water there from.
- g) **WATER CONNECTIONS.** The CONTRACTOR shall obtain approval for Application for Construction Water Meter from the Finance Department. Upon clearance of payment and approval, the CONTRACTOR shall proceed to the Public Works Department to receive approved water meter and install water meter connection prior to drawing water from any fire hydrant or pipeline. For each such connection made, the CONTRACTOR shall first attach to the fire hydrant or pipeline a valve and a meter, if required by said authority, of a size and type acceptable to said authority, City, and/or AGENCY. If the CONTRACTOR chooses to obtain water within the City of Del Mar, the CONTRACTOR shall coordinate with the Public Works Department. CONTRACTOR shall comply with all requirements set forth by the Public Works Department. The CONTRACTOR shall apply for a construction meter. The City of Del Mar requires a **\$1,000** deposit on all construction meters upon application. A **\$50.00** monthly service fee will be assessed. In addition the City charges **\$3.20** per unit (HCF) of water used.
- h) **REMOVAL OF WATER CONNECTIONS.** Before final acceptance of the WORK on the project, all temporary connections and piping installed by the CONTRACTOR shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the ENGINEER and to the City or AGENCY owning the affected utility.
- i) **POWER.** The CONTRACTOR shall provide, at his own expense, all necessary power required for his operations under the contract, and shall provide and maintain all temporary power lines required to perform the WORK in a safe and satisfactory manner.
- j) **CONSTRUCTION LIGHTING.** All WORK conducted at night or under conditions of deficient daylight shall be suitably lighted by the CONTRACTOR to insure proper WORK and to afford adequate facilities for inspection and safe working conditions.
- k) **CONSTRUCTION WIRING.** All wiring for temporary electric light and power shall be installed and maintained in first- class manner and shall be securely fastened in place. All electrical facilities shall conform to the requirements of the OSHA Safety and Health Standards for construction.

402-1.1 Underground Service Alert.

Attention is directed to Section 4215 through 4217 of the Government Code of the State of California requiring that two (2) working days prior to commencing any excavation, Underground Service Alert of Southern California be notified by telephone, toll free, 1-800-422-4133 or 811, for the assignment of an "Inquiry Notification Number". The "Inquiry Notification Number" must be given to the

EXISTING IMPROVEMENTS

ENGINEER prior to the start of any WORK on this project. If the CONTRACTOR fails to obtain this number, the AGENCY reserves the right to stop all WORK on the project. No additional compensation or extension of working time shall be allowed for this delay.

402-4 RELOCATION.

[Delete the second sentence of the last paragraph and replace with the following:]

When not otherwise required by the plans and specifications and when directed by the ENGINEER, the CONTRACTOR shall arrange for the relocation of service connections, as necessary, for it to complete its WORK.

The CONTRACTOR is responsible for maintaining all utility services including but not limited to sanitary sewer, water, gas, electrical, telephone and cable T.V. to all properties within the immediate vicinity of WORK area. Payment for maintaining all existing utilities is considered in the various contract bid items and no additional compensation will be allowed therefore.

402-5 DELAYS DUE TO UTILITY CONFLICTS.

[Add the following:]

All notification to utility companies insofar as the relocation or removal of a utility shall be made by the ENGINEER based on CONTRACTOR's request as submitted to the ENGINEER at least 48 hours in advance of the needed WORK. Any costs for delay of the CONTRACTOR of utility companies in this regard shall be assigned to the CONTRACTOR, if these costs are a result of the CONTRACTOR's request being untimely in any respect excepting thereof any delay cost incurred as a result of the utility company not responding at their agreed time.

402-7 UTILITY MARKINGS.

[Add the following section:]

Upon completion of the project, the CONTRACTOR shall be required to remove, to the satisfaction of the ENGINEER, all utility locator markings and utility tie-out paint markings that either the CONTRACTOR, the AGENCY or utility companies make during the course of the WORK from the surfaces of sidewalks, driveway approaches, curb and gutters using the removal method acceptable to the ENGINEER. Any damage to the existing improvements due to the CONTRACTOR's removal operation shall be repaired at the CONTRACTOR's expense. Payment for removing utility markings shall be included in the various applicable items of WORK, and no additional compensation will be allowed therefore.

MODIFICATIONS TO THE STANDARD SPECIFICATIONS
“GREENBOOK” PART 6 – TEMPORARY TRAFFIC CONTROL

TEMPORARY TRAFFIC CONTROL
“GREENBOOK” PART 6
TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1.1 Traffic and Access.

[Add the following:]

The CONTRACTOR shall provide safe public access and assistance to all properties impacted by the Work at all times.

It is not anticipated that this project will require any lane closures or traffic control plans to be prepared.

If required, within ten (10) calendar days after notification of award, the CONTRACTOR shall submit, for review and approval by the ENGINEER, a Traffic Control Plan. The Traffic Control Plan shall be signed and stamped by a traffic control specialist, familiar with the preparation of traffic control plans per the California MUTCD. WORK ON CAMINO DEL MAR, VIA DE LA VALLE OR JIMMY DURANTE BOULEVARD ADDITIONALLY REQUIRES A STAMP FROM A CALIFORNIA LISCENSED TRAFFIC ENGINEER OR CALIFORNIA LISCENSED CIVIL ENGINEER.

The CONTRACTOR shall provide, to the ENGINEER, a telephone number at which the CONTRACTOR's representatives can be reached, at any hour, should an emergency occur requiring replacement or relocation of the required traffic control devices.

It is essential that the WORK be properly planned and that the WORK proceed according to the approved schedule.

The CONTRACTOR shall provide **general courtesy notices** to all occupants of residences or businesses within 300 feet of proposed WORK, printed door hanging type notices measuring 8 1/2 by 11 inches in size advising the occupants of schedule WORK affecting access and secondly, **specific notices** to all occupants of residences or businesses advising them when they may have limited access to property due to construction – **BE SPECIFIC and INFORMATIVE** – so the occupants of residences or businesses can plan for the disruption.

Example text: On ___ (Date) from 7:30 AM until 12:00 PM access to your driveway will not be possible due to asphalt street repairs, please remove your vehicles and park in a legal space on the street or at a neighbor's property if you will require use of your vehicle.

CONTRACTOR shall include contact name and company information and on a formatted sheet as approved by the ENGINEER.

The CONTRACTOR shall provide sufficient written notice, forty-eight (48) hours prior to the start of any phase of the WORK, to all affected businesses and property owners, and shall be responsible for protection of all private and public property in the vicinity. The CONTRACTOR shall submit a sample notification letter to the ENGINEER for review and approval prior to distribution.

TEMPORARY TRAFFIC CONTROL

Damages to any such properties or utilities caused by CONTRACTOR's operations shall be corrected by the CONTRACTOR at no cost to the OWNER.

All signs shall be illuminated or reflectorized when they are used during hours of darkness. All cones, pylons, barricades, or posts used in the diversion of traffic shall be reflectorized.

All signing, barricading and diversion of traffic shall be subject to the approval of the ENGINEER. The CONTRACTOR shall provide a telephone number at which the CONTRACTOR's representatives can be reached should an emergency occur requiring replacement or relocation of the required traffic devices.

All existing traffic signs and street signs shall be maintained in visible locations during construction. Signs designated for removal shall be salvaged and delivered to the AGENCY Yard or disposed of as directed by the AGENCY.

"TEMPORARY NO PARKING" signs shall be posted at least seventy-two (72) hours in advance of the WORK. The signs shall be placed no more than 50 feet apart on each side of the alleys, streets, and parking areas and at shorter intervals if conditions warrant. The CONTRACTOR shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. Removal of signs and furnishing and placing of barricades, if necessary, for posting of signs shall be provided by the CONTRACTOR. Signs shall not be posted on any tree, utility pole or traffic sign. These signs shall be removed when the street is reopened for traffic.

Should the CONTRACTOR elect to alter the existing traffic stripes and markings, or to divert the flow of traffic on the construction project for its convenience and there are no specific pavement markings or lane delineations shown on the Plans or in the Specifications, he shall provide the necessary temporary striping in accordance with the California Manual of Uniform Traffic Control Devices (CA MUTCD) Manual, unless otherwise directed by the ENGINEER.

At least one 12-foot wide traffic lane shall be provided for each direction of travel on all streets at all times, except as permitted by the ENGINEER. The traffic lanes shall be maintained on pavement, and shall remain unobstructed.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction. The use special of equipment maybe required (i.e. offset boom excavating equipment, etc.) to maintain traffic lane width, no additional compensation will be made.

The CONTRACTOR shall provide access to all fire hydrants, valves, vaults, meters and pull boxes at all times. Traffic signals, pedestrian signals and stop signs shall remain unobstructed at all times.

All trenches shall be plated and recessed at the end of each working day.

The CONTRACTOR shall schedule the WORK in such a manner that no construction vehicle shall traverse any newly laid street pavement.

TEMPORARY TRAFFIC CONTROL

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-3.6.4 Street Closures, Detours, Barricades.

[Add the following:]

The CONTRACTOR shall prepare a permit application for street closure and shall attach two copies of the proposed traffic control signing, barricading, and/or detour routing. The permit application and accompanying attachments shall be submitted to the ENGINEER for review at least seventy-two (72) hours prior to the start of such WORK. Upon approval from the ENGINEER, a no-fee Street Closure Permit will be issued. No Street Closure, Lane Closure, Detour or other WORK requiring traffic control shall commence prior to issuance of said permit.

The CONTRACTOR shall submit a daily WORK schedule and traffic routing plan showing the intended construction zone signing and operations for each phase of the WORK to be accomplished. The daily WORK schedule and traffic routing plan shall be submitted within 10-working days after the date of the AGENCY'S execution of the Contract Agreement. No WORK shall commence until this plan has been reviewed and approved in writing by the ENGINEER.

All barricading and construction signing shall be in conformance with the California MUTCD. The CONTRACTOR shall furnish and install all flagmen, lights, signs, barricades, and other safety devices and equipment required in accordance with the California MUTCD, and maintain them in new or like new condition for the duration of the construction project, unless otherwise approved by the ENGINEER. Additional construction signing and barricading, required in the opinion of the ENGINEER to protect the public, shall be immediately erected by the CONTRACTOR, at no additional cost to the OWNER.

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

The CONTRACTOR shall schedule an employee to police the temporary delineators and barricades within the travel way every day including Saturdays, Sundays, and holidays. Any corrective WORK required to be done by AGENCY forces shall be back charged to the CONTRACTOR and withheld from the final payment based on the actual costs, plus a 40% markup for City administration and miscellaneous costs.

[Add the following:]

The CONTRACTOR shall notify the ENGINEER a minimum of five (5) working days prior to closing or restricting left-turn movements. CONTRACTOR shall provide sequential arrow boards for all lane closures. A minimum of ninety-six (96) hours prior to restricting left turn movements and/or closing left-turn pockets, the CONTRACTOR shall post sign in advance of and in the area of the closure or restriction. The signs, as a minimum, shall notify the public of the date(s) of the closure and the duration.

TEMPORARY TRAFFIC CONTROL

Judgment as to adequate or sufficient barricading and signing shall be that which is sufficient and adequate in the opinion of the ENGINEER.

The CONTRACTOR shall relocate, preserve and maintain the visibility of all existing signs within the project limits which affect the flow of traffic, as directed by the ENGINEER. Any signs which are damaged or found to be missing during the course of construction shall be replaced by the CONTRACTOR at his expense as directed by the ENGINEER. All other signs that interfere with the course of WORK and are not necessary for the safe flow of traffic will be removed and replaced by the OWNER. Traffic control signs include Stop Signs, Speed Limit, Parking Restriction and other regulatory signs.

SPECIAL PROVISIONS

SPECIAL PROVISIONS

1. LOCATION OF WORK

The general locations and limits of the work are: the Tot Lot located at the southern point of Powerhouse Park, 1658 Coast Boulevard, Del Mar, CA 92014.

2. POTHOLING

Potholing shall be the first item of work completed. Potholing shall be completed within for 20-working days after Notice To Proceed (NTP). No other work shall commence until the potholing report has been submitted. The contractor shall allow the Engineer 10 working days to review the complete pothole report prior to starting any work activities.

3. UTILITY NOTIFICATIONS

The CONTRACTOR shall notify the owners of all utilities and substructures not less than 48 hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the CONTRACTOR and is not guaranteed to be complete or correct:

AT&T Distribution	510-645-2929 800-540-8121
NextG Networks Inc.	866-639-8460 888-632-0931
City of Del Mar Public Works	Peter Kiefer Public Works (858)755-3294 pkiefer@delmar.ca.us
Charter Communications/Spectrum (former Time Warner Cable)	866-340-0183
MCI So. Cal. (Verizon Business)	800-289-3427
SDGE Gas Mapping & Records	800-611-7343
SDGE Electric Mapping & Records	800-411-7343
SDGE Planning	877-789-9866 (Press 2,2,2) (760) 476-5621
SDGE Project Management	760 480-7603
S.C. Gas/Sempra Transmission	(800) 427-2000 (Commercial) (800) 427-2200 (Residential)
Water City of Del Mar Public Works	Peter Kiefer (858)755-3294 pkiefer@delmar.ca.us

SPECIAL PROVISIONS

Sewer City of Del Mar Public Works	Peter Kiefer (858)755-3294 pkiefer@delmar.ca.us
Redflex Traffic System, Inc.	(800) 568-8405

4. AUTHORITY OF THE ENGINEER

The Public Works Director (ENGINEER) of the City of Del Mar, shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and WORK performed, as to the manner of performance and rate of progress of the WORK; all questions which arise as to the acceptable fulfillment of the contract on the part of the CONTRACTOR; and all questions as to claims and compensations.

The ENGINEER's decision shall be final, and the ENGINEER shall have exclusive authority to enforce and make effective such decisions and orders as the CONTRACTOR fails to carry out promptly.

Any order given by the ENGINEER, not otherwise required by these Specifications will on request of the CONTRACTOR be given or confirmed by the ENGINEER in writing.

5. PRECONSTRUCTION MEETING

Following award of the contract but prior to commencement of WORK, the CONTRACTOR shall meet with the ENGINEER and AGENCY and furnish the following items:

- A. A preliminary schedule of WORK as described in Subsection 130.02(a) showing the sequence of construction of the principal items of WORK. The diagram shall show the beginning and ending dates of the items of WORK.
- B. A projection of monthly payments to be earned.
- C. A list of names, titles, addresses, and telephone numbers of the CONTRACTOR's responsible personnel indicating those who may be reached outside of normal working hours.
- D. Time and Material (T&M) Labor and Equipment rates.

6. REMOVAL AND DISPOSAL OF MATERIALS

All materials removed must be hauled away from the project site and legally disposed of at a materials site located outside the limits of Del Mar. The CONTRACTOR is encouraged to recycle materials whenever possible.

The CONTRACTOR shall recycle construction debris, asphalt, and concrete generated from removals required to construct the project. The CONTRACTOR shall recycle the waste material through an approved recycling plant. See section 7-16 of these the Standard Specifications for recycling requirements.

SPECIAL PROVISIONS

Payment for recycling of materials shall be included in the unit or lump sum prices for the various items of WORK. No additional payment shall be made for recycling of materials.

7. TRAFFIC CONTROL PLANS

The CONTRACTOR shall refer to Part 3, Modifications to the Standard Specifications, Paragraph 7-10.1, Traffic and Access.

- A. CONTRACTOR shall prepare traffic control plans for the project as required for safety in accordance with the AGENCY's traffic department and the "California Manual on Uniform Traffic Control Devices for Streets and Highways, Part 6, Temporary Traffic Control" dated December 2012. Traffic control requirements may be modified by the AGENCY or as conditions warrant. CONTRACTOR shall modify traffic control as required by AGENCY at no additional cost. Street closures are not allowed.
- B. Throughout each WORK period, CONTRACTOR shall inspect traffic control (signs, barricades, arrow boards, and delineators) and shall maintain same in accordance with said manual. All temporary signs shall be placed on a Type 1 barricade with a flasher.

8. CONTRACTOR WORK AREA

The CONTRACTOR shall be responsible for obtaining and paying all costs in connection with any additional WORK area, storage sites, or staging areas which may be required for proper completion of the WORK. The CONTRACTOR is responsible for locating and securing legal storage, staging, and parking areas. The CONTRACTOR must provide a storage and staging plan to the AGENCY, including written permission from legal owner(s) of property/properties stating they are allowing the CONTRACTOR to use their property.

It shall be understood that responsibility for protection and safekeeping of equipment and materials on or near the site will be entirely that of the CONTRACTOR and that no claim shall be made against the AGENCY or the AGENCY's authorized representatives by reason of any act. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored material or equipment, the ENGINEER shall direct the CONTRACTOR owning or responsible for the stored materials and equipment to immediately move the same. No materials or equipment may be placed upon the property of the AGENCY other than the designated areas on the Drawings unless the AGENCY has agreed to the location contemplated by the CONTRACTOR to be used for storage.

No equipment, vehicles, personal vehicles, or materials may be parked or stock piled outside the AGENCY's easements or properties, or outside of the designated CONTRACTOR staging areas. No parking or construction staging will be allowed on surrounding streets (residential and public) or private property unless written approval is obtained from appropriate jurisdiction.

9. DOCUMENTATION OF EXISTING CONDITIONS PRIOR TO CONSTRUCTION

The CONTRACTOR shall perform a preconstruction survey of existing improvements along the roadway alignment and appurtenance locations to provide a record of preconstruction conditions. This survey shall include the following as a minimum:

- A. Video of existing working areas, staging and stockpiling areas.

SPECIAL PROVISIONS

- B. Video of construction access roads and public roads to be used by the CONTRACTOR, including all public and private streets and routes used for access to and from the WORK site.
- C. Any other areas as directed by the AGENCY which may be disturbed or which are to be protected from the CONTRACTOR's operations.
- D. Photographs of potential "problem areas". Problem areas shall also be shown in video.
- E. Mapping of problematic areas of damaged paving (redline areas on plans).

CONTRACTOR shall notify the AGENCY seven calendar days in advance and coordinate the scheduling of the video so that a representative of the AGENCY may accompany the CONTRACTOR during the videotaping.

At the completion of the survey the CONTRACTOR shall present the AGENCY with a report detailing the existing conditions along the pipeline alignment and within working, staging, and stockpile areas. The report shall include the following as a minimum:

1. One copy of the video in color in DVD format.
2. One copy of each "potential problem area" photograph (4-inch by 6-inch colored photos).
3. Redlined plans showing areas of damaged paving or other damaged surface improvements.
4. Written summary of "potential problem areas" and the CONTRACTOR's recommendations to address these problem areas.

Documentation (including report) of existing conditions shall be completed within 15 days of the Notice to Proceed. The CONTRACTOR will not be allowed to begin excavation or dewatering activities until the final report has been submitted and accepted by the AGENCY.

10. PROTECTION OF EXISTING IMPROVEMENTS

Unless specifically noted otherwise, the CONTRACTOR shall take every precaution to protect all existing surface improvements, fencing, landscaping, irrigation, retaining walls, landscaping walls, posts, ditches, drainage facilities, curbs, gutters, pavement, trees, street lights, and all other existing improvements along the pipeline alignment or within the CONTRACTOR's working areas, staging and stockpile areas, and access routes. Any damage or disturbance to existing surface improvements that are necessary to complete the WORK shall be kept to a minimum. The CONTRACTOR shall replace in like and kind all existing improvements that are damaged or disturbed during construction at CONTRACTOR's sole expense. Any replacements or repairs to damaged or disturbed improvements shall be to original conditions or better.

TECHNICAL PROVISIONS

**TECHNICAL PROVISIONS
PLAY EQUIPMENT AND STRUCTURES**

- A. City will furnish and provide the play equipment shown on the drawings. Due to the long lead time to construct this custom equipment, these items have been purchased by the City through a cooperative purchase agreement in July of 2022 and are expected to be delivered for the Contractor to install around November 1st. The materials will be stored at the City of Del Mar Public Works Yard at 2240 Jimmy Durante Boulevard. The Contractor will be required to transport materials to the job site and shall be handled to avoid damage.
- B. Contractor will furnish all labor, material, and equipment necessary for the assembly and installation of the playground equipment, structure or modular unit as shown on the drawings and specified herein. Installation shall be performed by a contractor possessing a current State of California C-61/D-34 – Pre Fabricated Equipment License.
- C. The layout shown in the plan view is based upon equipment and measurements from the manufacturer, Kompan.
- D. City will furnish the Kompan Play components as listed on Sheet CD-2. Product info Sheets are included as Appendix 2.
- E. The manufacturer shall warrant materials and workmanship against defects. Contractor shall install equipment according to the manufacturer’s installation instructions.
- F. Preparation: Prior to installation, Contractor shall layout the entire outdoor play area and stake location of all elements, including playground equipment and use zones.
- G. Explicit, printed installation instructions, shall be provided by the manufacturer. Instructions shall include detailed, scaled plan views, elevations, and footing drawings and details when applicable, as well as sequential assembly instructions to assure proper installation of equipment. Installation instructions are included as Appendix 3.
- H. Equipment must be installed by a manufacturer-certified installer and must be installed in accordance with the manufacturer’s installation instructions. Installation crew leader must be Certified Playground Safety Inspector (CPSI) certified. Equipment shall be inspected after installation by a CPSI, hired by Owner and not employed by the installer. The equipment and installation must be signed off by said CPSI prior to Substantial Completion. The playground will be accepted if the installation is found to be in compliance with US Consumer Product Safety Commission (CPSC) publication #325, 2010 edition. If the installation is not in compliance, the contractor shall make the necessary repairs at no extra cost to the Owner, according to the report and the playground manufacturer’s recommendations. The Owner will have the playground re-inspected, at the expense of the Contractor, until the installation is brought into compliance and certified by a CPSI.
- I. If conflicts arise with fall zones that prevent the layout and installation from occurring as intended, the Contractor shall make the proper field adjustments to the layout to ensure there is adequate room. Layout to be approved by the Owner’s Representative.
- J. Security: The Contractor shall provide the means to keep the public from using any play equipment until safety surfaces have been installed, the area cleaned and cleared, and all installation reviewed and approved by an independent CPSI. This shall be done by installing a secured, locking fence with green-screen around the existing perimeter of the Tot Lot. The City shall have keys and allowed access to the site at all times.