

CONSTRUCTION NOTES:

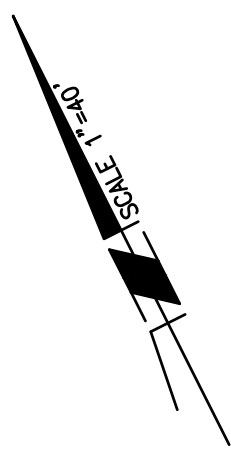
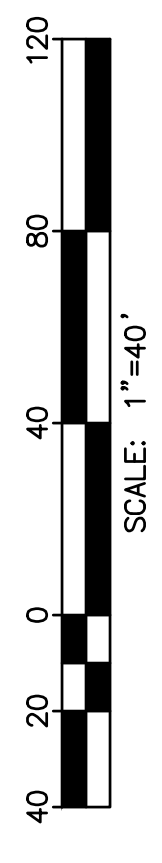
- 1 CONSTRUCT ASPHALT CONCRETE SPEED CUSHION PER DETAIL 1, SHEET 02. ASPHALT CONCRETE SHALL BE CLASS C2-P664-10. WHITE THERMOPLASTIC MARKINGS ON SPEED CUSHION SHALL BE PER CA MUTCD FIGURE 3B-29 OPTION B. SEE NOTE 1 ON DETAIL 1 FOR MORE INFORMATION REGARDING DIMENSIONS OF CUSHIONS ON HIGHLAND DR. CONTRACTOR TO MARK OUT LOCATION OF SPEED CUSHION FOR CITY TRAFFIC ENGINEER TO APPROVE PRIOR TO CONSTRUCTION.
- 2 FURNISH AND INSTALL NEW #84(CA) "SPEED HUMPS AHEAD" SIGN WITH POST.
- 3 APPLY WHITE THERMOPLASTIC "HUMP" PAVEMENT MARKING PER DETAIL 2, SHEET 02.
- 4 REMOVE EXISTING CONFLICTING PAVEMENT MARKING BY METHOD OF GRINDING.
- 5 APPLY WHITE THERMOPLASTIC "STOP AHEAD" PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24D.

"AS BUILT"

P.E. _____ EXP. _____ DATE _____

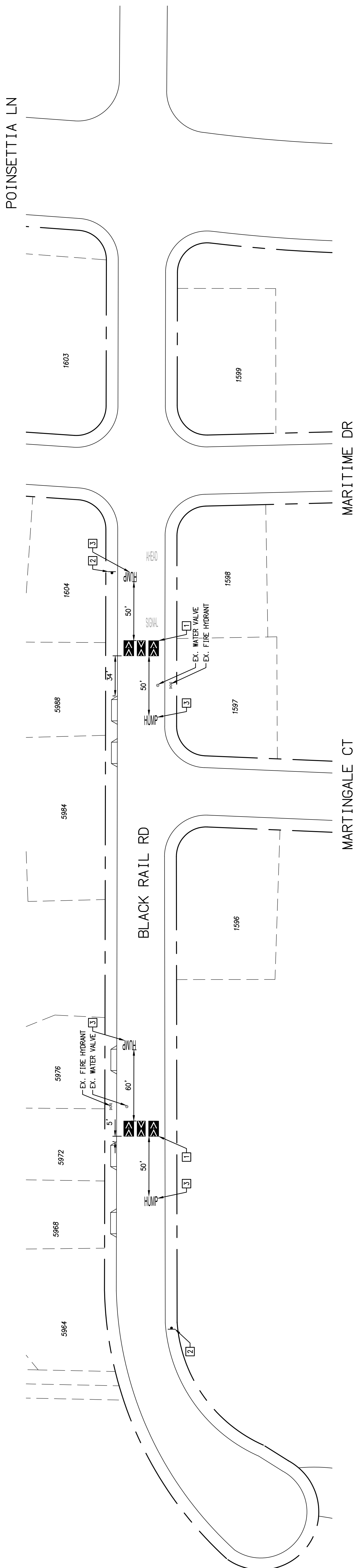
REVIEWED BY: _____

INSPECTOR _____ DATE _____



SHEET 3	CITY OF CARLSBAD ENGINEERING DEPARTMENT	SHEETS 7
IMPROVEMENT PLANS FOR TRAFFIC CALMING PLANS		
IMPROVEMENT PLAN - PARK DR		
APPROVED THOMAS FRANK	TRANSPORTATION DIRECTOR	RCE 49070 09/30/24
DATE BY: JW	PROJECT NO. -----	DATE -----
CHKD BY: JW	PROJECT NO. -----	DRAWING NO. -----
REV'D BY: PK	PROJECT NO. -----	DRAWING NO. -----

DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS
BEFORE YOU DIG

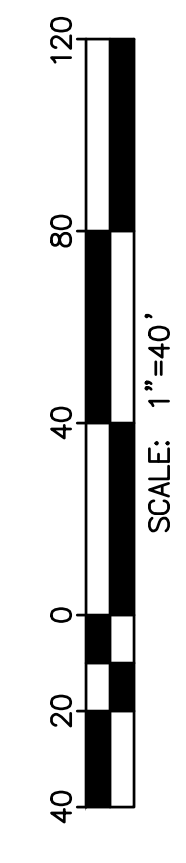


CONSTRUCTION NOTES:

- 1 CONSTRUCT ASPHALT CONCRETE SPEED CUSHION PER DETAIL 1, SHEET 02. ASPHALT CONCRETE SHALL BE CLASS C2-PS64-10. WHITE THERMOPLASTIC MARKINGS ON SPEED CUSHION SHALL BE PER CA MUTCD FIGURE 3B-29 OPTION B. SEE NOTE 1 ON DETAIL 1 FOR MORE INFORMATION REGARDING DIMENSIONS OF CUSHIONS ON HIGHLAND DR. CONTRACTOR TO MARK OUT LOCATION OF SPEED CUSHION FOR CITY TRAFFIC ENGINEER TO APPROVE PRIOR TO CONSTRUCTION.
- 2 FURNISH AND INSTALL NEW #84(CA) "SPEED HUMPS AHEAD" SIGN WITH POST.
- 3 APPLY WHITE THERMOPLASTIC "HUMP" PAVEMENT MARKING PER DETAIL 2, SHEET 02.



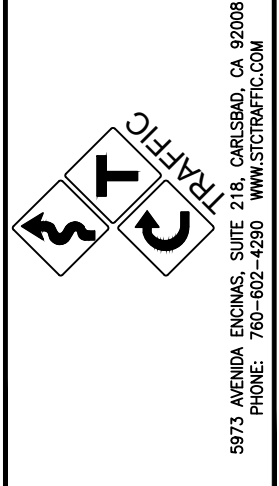
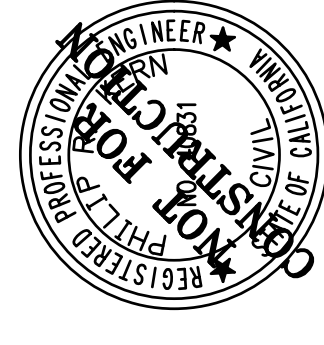
SCALE: 1"=40'

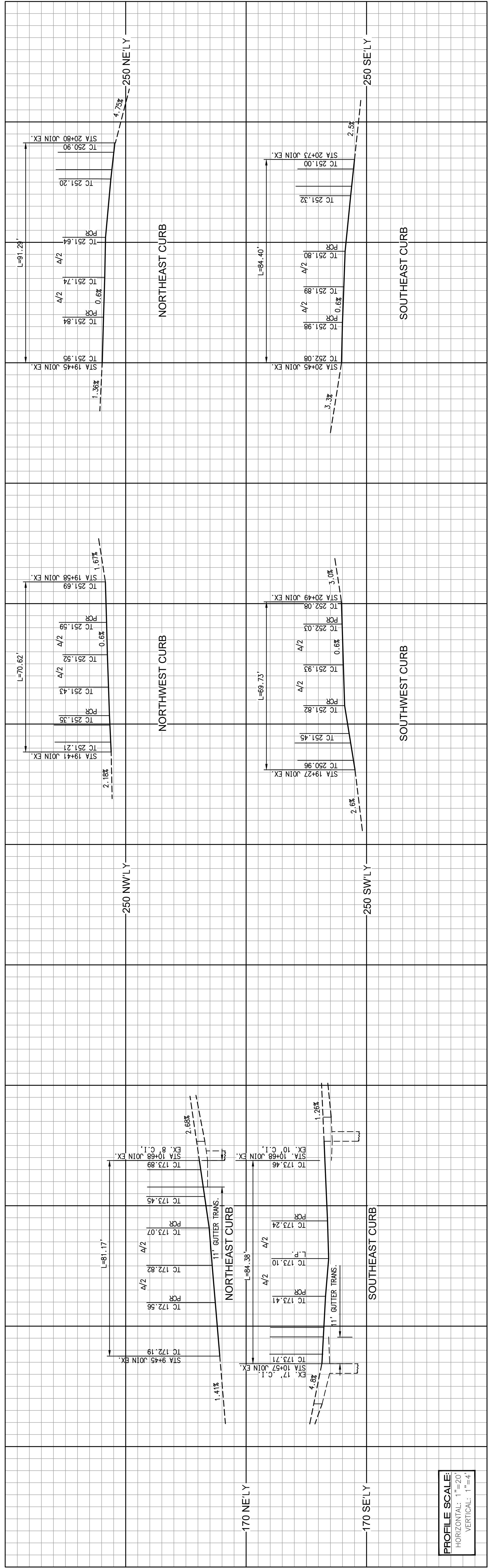


SCALE: 1"=40'

"AS BUILT"	
P.E. _____	DATE _____
REVIEWED BY: _____	INSPECTOR _____
DATE _____	

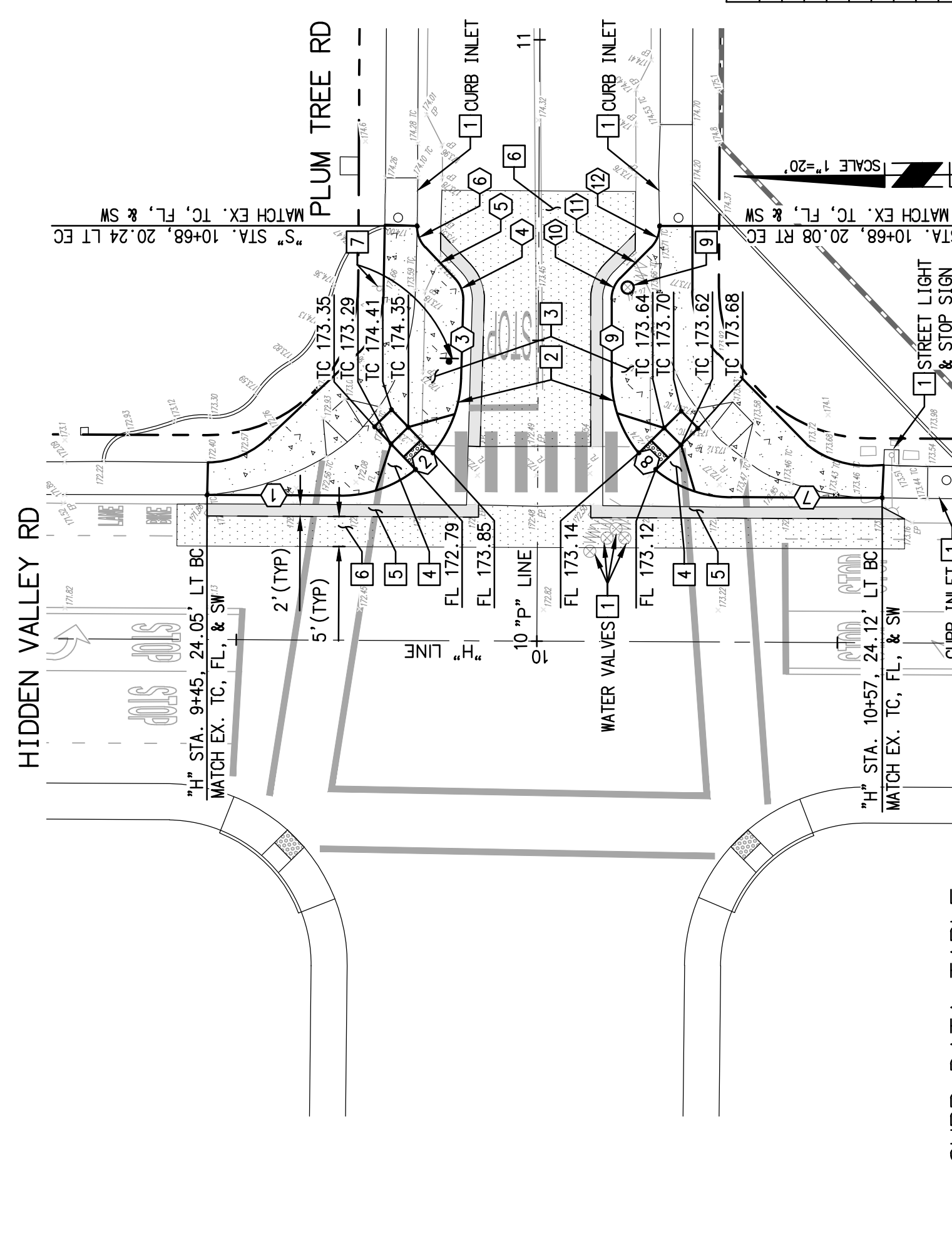
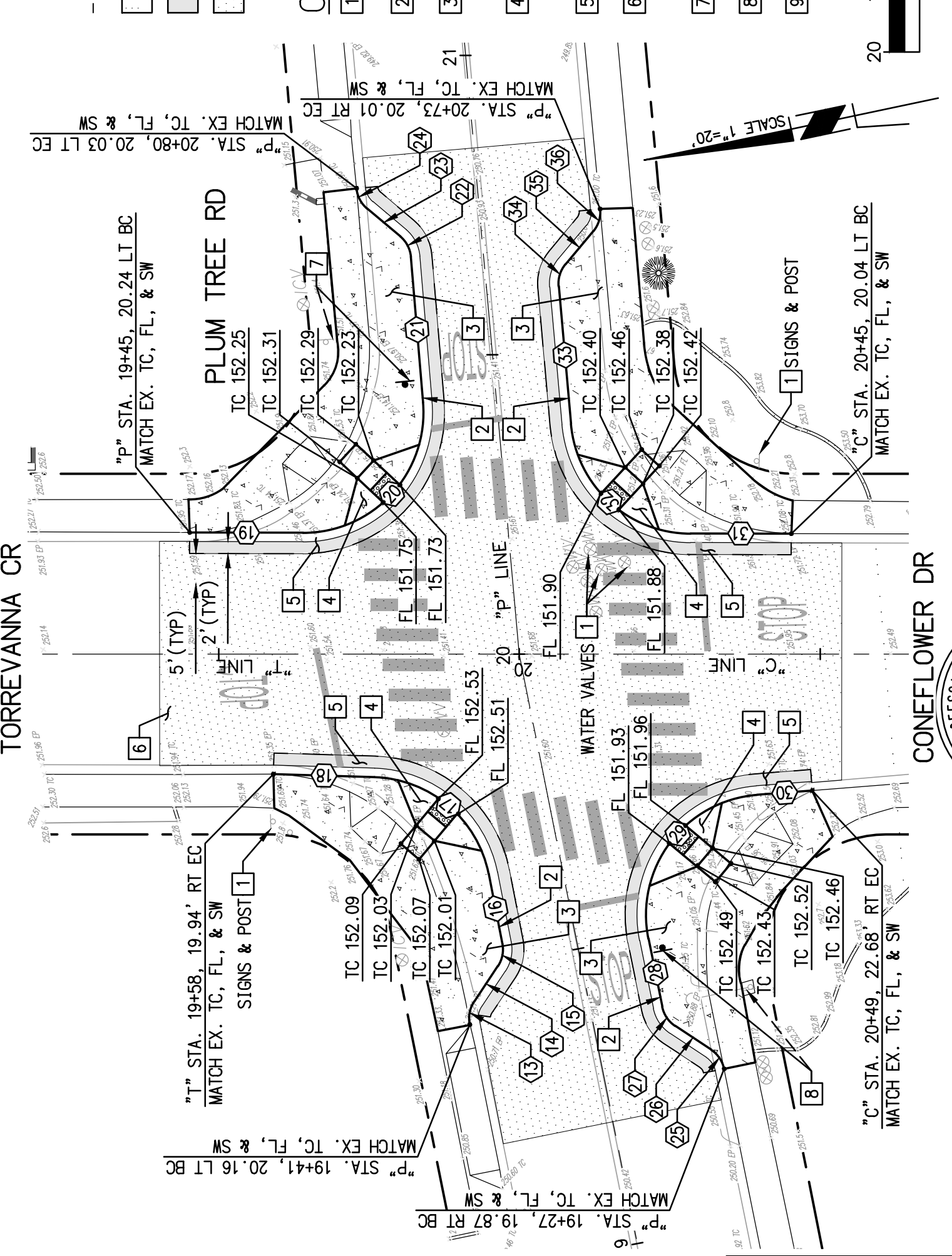
SHEET	6	CITY OF CARLSBAD	ENGINEERING DEPARTMENT	SHEETS	7
TRAFFIC CALMING PLANS					
IMPROVEMENT PLAN - PLUM TREE RD					
APPROVED: THOMAS FRANK					
TRAN BY:	JW	DATE:	09/30/24	PROJECT NO.:	49070
CHKD BY:	JW	DRAWING NO.:	-----		
RYND BY:	EK				





PROFILE SCALE:
HORIZONTAL: 1"=20'
VERTICAL: 1"=4'

10+00 11+00 19+00 20+00 21+00



CURB DATA TABLE

NO	BEARING/Delta	RADIUS	LENGTH	NOTE
1	N 00°40'25" E	20.00'	22.17'	6" CURB & GUTTER
2	A=68°40'53" W	20.00'	30.96'	6" CURB & GUTTER
3	N 87°54'29" W	13.04'	3.93'	6" CURB & GUTTER
4	A=45°00'00" W	5.00'	7.20'	6" CURB & GUTTER
5	N 46°59'32" E	5.00'	3.87'	6" CURB & GUTTER
6	A=44°21'48" W	5.00'	31.30'	6" CURB & GUTTER
7	N 00°40'25" E	20.00'	25.12'	6" CURB & GUTTER
8	A=89°40'08" W	20.00'	31.30'	6" CURB & GUTTER
9	N 89°33'46" W	5.00'	12.96'	6" CURB & GUTTER
10	A=45°00'00" W	5.00'	3.93'	6" CURB & GUTTER
11	N 44°39'27" W	5.00'	7.14'	6" CURB & GUTTER
12	A=45°35'06" W	5.00'	3.98'	6" CURB & GUTTER

CURB DATA TABLE

NO	BEARING/Delta	RADIUS	LENGTH	NOTE
13	A=46°48'44" W	5.00'	4.09'	6" CURB & GUTTER
14	N 44°25'42" W	5.00'	7.08'	6" CURB & GUTTER
15	A=45°00'00" W	5.00'	3.93'	6" CURB & GUTTER
16	N 88°05'50" W	20.00'	11.84'	6" CURB & GUTTER
17	A=16°54'38" W	20.00'	26.85'	6" CURB & GUTTER
18	N 13°39'40" E	5.00'	16.83'	6" CURB & GUTTER
19	N 12°01'23" E	5.00'	18.88'	6" CURB & GUTTER
20	A=94°59'47" W	20.00'	33.16'	6" CURB & GUTTER
21	N 82°53'21" W	5.00'	24.26'	6" CURB & GUTTER
22	A=45°00'19" W	5.00'	3.93'	6" CURB & GUTTER
23	N 52°01'17" E	5.00'	3.84'	6" CURB & GUTTER
24	A=43°59'46" W	5.00'	3.94'	6" CURB & GUTTER
25	A=45°07'55" W	5.00'	7.20'	6" CURB & GUTTER
26	N 45°25'59" E	5.00'	3.93'	6" CURB & GUTTER
27	A=45°00'00" W	5.00'	11.56'	6" CURB & GUTTER
28	N 89°34'01" W	20.00'	33.87'	6" CURB & GUTTER
29	A=97°01'29" W	20.00'	9.23'	6" CURB & GUTTER
30	N 07°27'28" E	5.00'	16.76'	6" CURB & GUTTER
31	N 12°01'23" E	5.00'	29.59'	6" CURB & GUTTER
32	A=84°46'44" W	20.00'	23.01'	6" CURB & GUTTER
33	N 83°10'29" W	5.00'	3.92'	6" CURB & GUTTER
34	A=44°56'59" W	5.00'	7.17'	6" CURB & GUTTER
35	N 38°14'54" W	5.00'	3.95'	6" CURB & GUTTER
36	A=45°12'25" W	5.00'	3.95'	6" CURB & GUTTER

LEGEND

- PROPOSED SAWCUT LINE
- PROPOSED 4" PCC SIDEWALK
- PROPOSED 4" AC PAVEMENT OVER 8" MIN. BASE
- PROPOSED GRIND AND OVERLAY

CONSTRUCTION NOTES

- PROTECT IN PLACE.
- CONSTRUCT 6" PCC TYPE "G" CURB AND GUTTER PER SORS G-2.
- CONSTRUCT 4" PCC SIDEWALK PER SORS G-7 AND G-9. FINISHED CONCRETE SHALL HAVE A MEDIUM BROOM FINISH.
- CONSTRUCT CURB RAMP PER SORS G-27 WITH YELLOW TRUNCATED DOMES PER SORS G-30. REPAIR EXISTING SIDEWALK IN KIND AS NECESSARY.
- CONSTRUCT AC PAVEMENT. MATCH EXISTING SECTION IN KIND. MINIMUM 4" AC OVER 10" AG.
- SAW OUT, REMOVE AND DISPOSE OF EXISTING AC AND PCC SURFACE. BASE AND SUBBASE TO CONSTRUCT PROPOSED IMPROVEMENTS. SEE DETAIL "C" ON SHEET 2 FOR MORE INFORMATION.
- RELOCATE STOP SIGN AND POST.
- RELOCATE STOP SIGN ON NEW POST.
- ADJUST TO GRADE EXISTING UTILITY.

"AS BUILT"

P.E. _____ EXP. _____ DATE _____
 REVIEWED BY: _____
 INSPECTOR: _____ DATE _____

SCALE: 1"=20'
 0 20 40 60

REVISION DESCRIPTION	ENGINEER OF WORK	DATE	INITIAL	OTHER APPROVAL	DATE	INITIAL	CITY APPROVAL

CITY OF CARLSBAD
ENGINEERING DEPARTMENT

IMPROVEMENT PLANS FOR
TRAFFIC CALMING PLANS

CIVIL IMPROVEMENT PLAN - PLUM TREE RD
 APPROVED: THOMAS FRANK

TRANSPORTATION DIRECTOR: RCE 49070 09/30/24
 DATE: _____
 DRAWING NO.: _____
 PROJECT NO.: _____

DESIGNED BY: JW
 CHECKED BY: JW
 REVISED BY: PK

DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS BEFORE YOU GO
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

NOVA FOR CONSTRUCTION
REGISTERED PROFESSIONAL ENGINEER - CIVIL
10000 VAN DYKE BLVD, SUITE 210
CARLSBAD, CA 92008
PHONE: 760-692-6900 WWW.NOVAFORCONSTRUCTION.COM



**CITY OF CARLSBAD
CONTRACT DOCUMENTS**

FOR:

**TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD,
PLUM TREE ROAD AND CARRILLO WAY**

Project No. 6070
PWS24-2386TRAN

**1635 Faraday Ave, Carlsbad, CA 92008
Email: PWContractAdmin@carlsbadca.gov**

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ATTACHMENTS

A – CARB Fleet Compliance Certification

SECTION 1

00 11 10 NOTICE INVITING BIDS

1. RECEIPT OF BIDS.

The City of Carlsbad / Carlsbad Municipal Water District (“Agency”) will accept Bids via electronic format via the City of Carlsbad Electronic Bidding Site up to and no later than **MAY XX, 2024 at 11 a.m.** through the online bidding portal ([Contracting & Purchasing | Carlsbad, CA \(carlsbadca.gov\)](https://www.carlsbadca.gov/contracting-purchasing)) for the construction of the Work entitled:

TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD & CARRILLO WAY
PWS24-2386TRAN
Project No. 6070

2. DESCRIPTION OF WORK.

The Work includes the provision of all equipment, labor, materials, tools, services, transportation, permits, utilities, and all other items necessary to complete the construction of the following, as specified and shown in the Construction Documents: installation of asphalt speed cushions, associated signage and striping and construction curb extensions as shown on the plans.

The Work Site is located Park Drive, Black Rail Road, Plum Tree Road and Carrillo Way in the City of Carlsbad, in the County of San Diego, California.

3. COMPLETION OF WORK.

The Contract Time is established as sixty (60) working days. The Contract Time shall begin on the date of receipt of the Notice to Proceed.

The Engineers’ estimate for this Project is two hundred and fifty thousand dollars, \$250,000.

4. OPENING AND AWARD OF BIDS.

Agency shall consider awarding the Contract for the Project to the lowest, responsive, responsible Bidder as determined by the Agency from the base Bid alone. The Agency has the right to reject any or all Bids or to waive any irregularities or informalities in any Bids or in the Bidding process.

5. PERIOD FOR AWARD.

A period of ninety (90) Calendar Days from the time of Bid opening may be required to award the Contract. No Bidder may withdraw its Bid or Bid Guarantee during this period. Bidders shall assume full responsibility for their Bid Price during this period and shall make certain that such delay does not restrict the Bid Guarantee.

6. BIDDER QUALIFICATIONS.

Bidders shall be licensed contractors pursuant to Business and Professions Code Sections 7000 *et seq.* under the classification of **A – General Engineering**, as of the date of submittal of the Bid Documents and shall maintain such license until final acceptance of the Work. Additional qualifications are included in the Contract Documents. Bidders are advised of the minimal qualifications, certifications, and years of experience requirements for specific items of work specified in the technical specifications.

7. PRE-BID CONFERENCE.

The Agency will not conduct a pre-Bid Conference.

8. OBTAINING CONTRACT DOCUMENTS.

Bidders may obtain a copy of the Contract Documents from Agency's website ([Contracting & Purchasing | Carlsbad, CA \(carlsbadca.gov\)](https://www.carlsbadca.gov/contracting-purchasing)). To the extent required by Public Contract Code Section 20103.7, upon request from a contractor plan room service, the Agency shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room. It is the responsibility of each prospective Bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a Bid. All Addenda will be posted on the online bidding portal. It is the responsibility of each prospective Bidder to check the online bidding portal on a daily basis through the close of the bidding period for any applicable Addenda. The Agency does not assume any liability or responsibility for any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on the online bidding portal may change without notice to prospective Bidders. The Contract Documents shall supersede any information posted or transmitted by the online bidding portal. No time extensions or other consideration will be given for non-receipt or other circumstance associated with the review or acquisition of Contract Documents. Bids must be submitted on the Agency's Bid Forms in the Contract Documents.

9. BID GUARANTEE AND BONDS.

Each Bid shall be accompanied by cash, a certified or cashier's check or Bid Bond secured from a surety company satisfactory to the Agency, the amount of which shall not be less than 10% of the submitted Total Bid Price, made payable to the Agency as bid security. The bid security shall be provided as a guarantee that within 10 Working Days after the Agency provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within these 10 Working Days. No interest will be paid on funds deposited with the Agency.

All Bidders must upload Bidder's Bond to the online bidding portal. The original Bid Bond for the 3 apparent low Bidders must be submitted to the city within 2 Business Days of Bid opening.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Bond each in an amount equal to 100% of the Contract Price. Each bond shall be in the

forms set forth in the Contract Documents, shall be secured from a surety company that meets all State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer. Pursuant to Public Contract Code Section 22300, the successful Bidder may substitute certain securities for funds withheld by Agency to ensure its performance under the Contract.

10. CALIFORNIA AIR RESOURCES BOARD ADVANCED CLEAN FLEETS REGULATIONS

Contractor's vehicles with a gross vehicle weight rating greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please see Attachment A and visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

11. PREVAILING WAGE RATES AND LABOR COMPLIANCE.

This Project is subject to prevailing wages and labor compliance per the Labor Code. To this end, Bidder shall sign and submit with its Bid the California Department of Industrial Relations (DIR) Public Works Contractor Registration Certification on the form 00 45 00 provided. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed Subcontractor in the space provided in the Proposed Subcontractors form. In bidding this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in its Bid. A copy of the prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/.

12. PROJECT ADMINISTRATION/QUESTIONS.

Requests for Information (RFI) or interpretations of Bid Documents during the bid period shall be submitted via Online Q&A in the online bidding portal.

The cutoff date and time to submit questions or substitution request regarding this Project via Online Q&A in the online bidding portal is **ENTER DATE, at TIME**. No questions will be entertained after that date.

The answers to questions submitted during the bidding period will be published in an addendum and provide to those bidding on the Project no later than **DATE**.

For further information, see the online bidding portal.

END OF SECTION

00 21 10 INSTRUCTIONS TO BIDDERS

1. SECURING CONTRACT DOCUMENTS.

Bids must be submitted to the Agency on the Bid Forms which are a part of the Contract Documents for the Project. The Contract Documents may be obtained from the Agency's online bidding portal ([Contracting & Purchasing | Carlsbad, CA \(carlsbadca.gov\)](https://carlsbadca.gov/contracting-purchasing)). Prospective bidders are encouraged to communicate with the Agency well in advance of the date and time bids are due to the Agency ("Bid Submission Deadline") to determine the availability of Contract Documents.

The Agency may also make the Contract Documents available for review at one or more plan rooms. Prospective Bidders who choose to review the Contract Documents at a plan room must contact the Agency to obtain the required Contract Documents if they decide to submit a Bid for the Project.

Addenda will be posted on the online bidding portal. Failure to acknowledge all Addenda may make a Bid nonresponsive and ineligible for award of the Contract. Bidders are advised to verify the issuance of all Addenda and receipt of them 1 Working Day prior to bidding. Failure to acknowledge all Addenda may make a Bid nonresponsive and ineligible for award of the Contract.

2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS.

At its own expense and before submitting its Bid, each Bidder shall visit the Site of the proposed Work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the Work, including but not limited to, difficulties and restrictions attending the execution of the Work under the Contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract Documents, and all other referenced documents. Each Bidder shall also determine the local conditions which may in any way affect the performance of the Work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors. Each Bidder shall also familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Work, including the cost of permits and licenses required for the Work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the Site or where Work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the Site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the Contract and no relief for error or omission will be given except as required under California law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Section.

3. INTERPRETATION OF DRAWINGS AND DOCUMENTS.

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other parts of the Contract Documents, or discrepancies in or omissions from the Drawings and Specifications, may promptly submit a written request for information, interpretation, clarification, or correction (“RFI”) to the Bid Administrator, the Agencies designated representative for soliciting and conducting bids on the Agencies online e-bidding portal. (defined below). The Agency may not respond to RFIs submitted past the Q&A Submission Deadline. The Bidder submitting the RFI is responsible for prompt delivery to the Bid Administrator.

Responses to RFIs will be made only by duly issued written Addenda. The Agency shall not provide verbal responses to RFIs. Copies of written Addenda will be posted on the online bidding portal for each prospective Bidder who has downloaded a set of Contract Documents. The Agency will not be responsible for any other explanation or interpretations of the Drawings, Specifications or other parts of the Contract Documents. If any Prospective Bidder becomes aware of any errors or omissions in any part of the Contract Documents, the Prospective Bidder must promptly notify the Agency of such error or omission.

Before award of the Contract, no addition to, modification of, or interpretation of any provision in the Contract Documents will be given by any agent, employee or contractor of the Agency except as otherwise specified in these Instructions to Bidders. No bidder may rely on verbal directions given by any agent, employee or contractor of the Agency except as specified in these Instructions to Bidders.

4. QUESTIONS.

Questions regarding this Project must be submitted through the online e-bidding portal. Questions shall be definite and certain, and shall reference applicable drawing sheets, notes, details or specification sections. The deadline to submit questions is identified in the Notice Inviting Bids. Questions received after the deadline may not be answered. Responses to questions submitted during the bidding period will be published in an Addendum and provided to those bidding on the Project no later than the date specified in the Notice Inviting Bids.

Except for the Agency’s Bid Administrator, no other members of the Agency’s staff or Board should be contacted about this procurement during the bidding process. All inquiries and comments from Prospective Bidders regarding a proposed Bid must be communicated in writing, unless otherwise instructed by the Agency. The Agency may, in its sole discretion, disqualify any Prospective Bidder who engages in any prohibited communications.

5. PRE-BID CONFERENCE.

The Notice Inviting Bids shall state whether a Pre-Bid Conference will be held and, if so, whether attendance is mandatory. Bids will not be accepted from any bidder who did not attend a Mandatory Pre-Bid Conference. The Conference will commence at the specified start time and the Site visit will begin at the conclusion of the Conference. Prospective Bidders who arrive late

and who do not sign the “Sign-In” or attendance sheet, may be disqualified from the bidding process.

Representatives of the Agency and its consultants, if any, will be present to the extent possible. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing and shall be sent to all Bidders present at the Pre-Bid Conference.

A Pre-Bid Conference may include a Project Site visit. Personal Protective Equipment (PPE) is required of all Job Walk attendees. Attendees are required to wear closed toe shoes, long pants, no sleeveless shirts, safety glasses (may be prescription with side shields if in process areas), safety vests and hard hats. Only those possessing such attire will be allowed on the Job Site. The Agency will not provide personal protective equipment to Job Walk attendees.

6. ADDENDA.

The Agency may revise the Contract Documents before the Bid Submission Deadline. Revisions, if any, shall be made by written Addenda. All Addenda will be posted on the online bidding portal. All Addenda issued by the Agency shall be acknowledged by the Bidder on the online bidding portal and made part of the Contract Documents. The Bidder shall acknowledge the Addenda before submitting its Bid. Bidders are responsible for the receipt of all Addenda. The Agency may reject a Bid if the Bidder fails to acknowledge all Addenda.

Pursuant to Public Contract Code Section 4104.5, if the Agency issues an Addendum which includes material changes to the Project less than 72 hours before the Bid Submission Deadline, the Agency will extend the Bid Submission Deadline by no less than 72 hours. The Agency may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid Submission Deadline.

7. ALTERNATE BIDS.

If alternate Bid items are called for in the Notice Inviting Bids and the Contract Documents, the time required for completion of the Work for the alternate Bid items is factored into the Contract duration and no additional Contract time will be awarded. The Agency may elect to include one or more of the alternate Bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each Bidder must ensure that each Bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the Bidder.

If the Agency utilizes alternate Bid items as described above, the Notice Inviting Bids will prescribe predetermined criteria for the Bid package selection or a selection process in which price information and Bidder identities are not revealed to the Agency before the Bid Submission Deadline.

8. COMPLETION OF BID FORMS.

Bids shall only be prepared using the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than legible and correct photocopies of those provided by the Agency are prohibited. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Use of black or blue ink, indelible pencil, or a typewriter is required. Deviations from these instructions may result in the Bid being deemed non-responsive.

The following documents must be completed and properly executed including notarization, where indicated, and submitted as a part of the complete Bid Package:

1. Bid Form (00 41 00)
2. Bid Bond (00 43 10) or Bid Security (00 43 20) with check/cash
3. Proposed Subcontractors Form (00 43 30)
4. Bidder Information and Experience Form (00 43 40)
5. Non-Collusion Affidavit (00 45 10)
6. Iran Contracting Act Certification (00 45 15)
7. Public Works Contractor Registration Certification (00 45 20)
8. Certificate of Insurance (00 45 25)
9. Statement Regarding Debarment (00 45 30)
10. Disclosure of Discipline Record (00 45 35)
11. CARB Fleet Compliance Certification (Attachment A)
12. Acknowledgement of ALL Addenda on the online bidding portal.
13. Optional Escrow Agreement, as applicable (00 61 30)

All Bids shall be computed on the basis of the given estimated quantities of work, as indicated in the Bid, multiplied by the unit price as submitted by the Bidder.

When paper copies are submitted, all prices must be written in ink or typewritten. Changes or corrections may be crossed out and typed or written in with ink and must be initialed in ink by a person authorized to sign for the Contractor.

9. GOVERNING GENERAL PROVISIONS.

The Specifications contained in the Agency Supplemental General Provisions (00 73 00) take precedence over the specification language contained in the Standard Specifications for Public Works Construction, "the Greenbook" latest edition and all errata. The Supplemental General Provisions address the unique conditions in the City of Carlsbad that are not addressed in the Greenbook. Therefore, if there is a conflict between the two, the Supplemental Provisions shall control over the Greenbook.

The Greenbook may be purchased at Bidder's/Contractor's local technical bookstore, online or directly from the publisher. The Supplemental Provisions are available only for download from the online bidding portal with Contract Documents. The Agency does not provide hard copies.

10. MODIFICATIONS OF BIDS.

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic, and electronic modifications will not be considered.

11. BID GUARANTEE.

Each Bid shall be accompanied by: (a) a cashier's check; or, (b) a certified check made payable to Agency; or, (c) a Bid Bond secured from a surety company satisfactory to the Board, the amount of which shall not be less than 10% of the total bid price, made payable to Agency as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within 10 Working Days after the Agency provides the successful Bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security may be declared forfeited if the successful Bidder fails to enter into a contract and provide the necessary bonds and certificates of insurance. Any Bid received that does not comply with these Bid Guarantee instructions may be rejected as non-responsive, and Agency may enter into a contract with the next lowest, responsive, responsible Bidder, or may call for new Bids. No interest shall be paid on funds deposited with the Agency. Copies of Bid Bonds submitted to the Agency shall have the same force and effect as the original.

The Bidder's security of the second and third next lowest responsive Bidders may be withheld until the Contract has been fully executed. The security submitted by all other unsuccessful Bidders shall be returned to them, or deemed void, within 10 Working Days after the Contract is awarded.

The proceeds of the Bidder's security may also become property of the Agency if the Bidder withdraws its Bid within 15 Calendar Days after the Bid opening date, unless otherwise required by law, including Public Contract Code Section 5100 *et. seq.*, and notwithstanding the award of the Contract to another Bidder.

The Bidder shall submit Bid Bond (00 43 10) or Bid Security (00 43 20) with properly certified check with the Bid Package.

12. LABOR & MATERIAL BOND AND PERFORMANCE & WARRANTY BOND REQUIREMENTS.

The successful Bidder shall furnish Agency with a Labor and Material Payment Bond and a Performance and Warranty Bond, each in an amount equal to 100% of the Contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120 and is admitted by the State of California, and whose assets exceed their liabilities in an amount equal to or in excess of the amount of the bond. The Agency shall not accept personal sureties and unregistered surety companies. Each bond shall be accompanied, upon the request of Agency, with all documents required by Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to Agency within 10 Working Days from the date the Agency provides the successful Bidder with the Notice of Award.

These bonds shall be kept in full force and effect during the course of this Project and shall extend in full force and effect and be retained by the Agency until they are released as stated in the Contract. The Bonds are to be accompanied by an original, or a certified copy, of the unrevoked appointment, power of attorney, by laws, or other instrument entitling or authorizing the person who executed the bond to do so.

13. SUBSTITUTION OF SECURITY.

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The Agency will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the Agency will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

14. OPTIONAL ESCROW FOR SECURITY DEPOSIT.

Pursuant to applicable provisions of law (i.e., Public Contract Code Section 10263), appropriate securities may be substituted for any obligation required by these instructions or for any monies withheld by the Agency to ensure performance under the Contract. Public Contract Code Section 10263 requires monies or securities to be deposited with the Agency or a state or federally chartered bank in California as the escrow agent. The escrow agent shall maintain insurance to cover negligent acts and omissions of the agent in connection with the handling of retentions under this section in an amount not less than \$100,000 per contract.

15. INSURANCE REQUIREMENTS.

Before commencing the Work, the successful Bidder shall purchase and maintain insurance as set forth in the Agency General Conditions. If the Bid is accepted, and if requested by the Agency, Contractor shall provide Agency or preferred vendor copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Insurance Code Section 900 *et seq.* within 10 Calendar Days of the insurer's receipt of a request to submit the statements.

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the Agency the following certificate before performing the Work under the Contract:

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

The form of such, Certificate of Insurance (00 45 25), shall be submitted as a part of the Bid Package.

Insurance must be placed with insurers that:

1. Have a rating in the most recent Best's Key Rating Guide of at least A-VII, or
2. Appear on the List of Approved Surplus Line Insurers, ("LASLI") with a Best's Key Rating Guide of at least A: X.
3. Are admitted to conduct the business of insurance in the State of California by the Insurance Commissioner.
4. Otherwise comply with all other aspects of City Council Policy No. 70.

Auto policies offered to meet the specification of this Contract must:

1. Meet the conditions stated above for all insurance companies.
2. Cover any vehicle used in the performance of the Contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled.

Workers' compensation insurance required under this Contract must be offered by a company meeting the above standards with the exception that the Best's rating condition may be waived. The Agency does accept policies issued by the State Compensation Fund meeting the requirement for workers' compensation insurance.

The Contractor shall be required to maintain insurance as specified in the Contract. Any additional cost of the insurance shall be included in the Bid price.

The award of the Contract by the Board is contingent upon the Contractor submitting the required bonds and insurance, as described in the Contract Documents, within 10 Working Days of bid opening. If the Contractor fails to comply with these requirements, the Agency may award the Contract to the second or third lowest Bidder and the bid security of the lowest Bidder may be forfeited.

16. LICENSING REQUIREMENTS.

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all Bidders must possess proper licenses for performance of the Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the Agency shall consider any Bid submitted by a contractor

not currently licensed in accordance with California law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the Agency shall reject the Bid. The Agency shall have the right to request, and Bidders shall provide within 10 Calendar Days, evidence satisfactory to the Agency of all valid license(s) currently held by that Bidder and each of the Bidder's Subcontractors, before awarding the Contract.

Notwithstanding anything contained in this Contract, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code Section 20103.5.

17. SUBCONTRACTORS.

Bidder shall set forth the name, address of the place of business, and contractor license number of each Subcontractor who will perform work, labor, furnish materials or render services to the bidder on the Contract. This requirement includes each Subcontractor licensed by the State of California who, under subcontract to Bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one-half of one percent (0.5%) of the total Bid price. Additionally, the Bidder shall indicate the portion of the Work to be done by each Subcontractor in accordance with Public Contract Code Section 4104.

Bidder shall submit Proposed Subcontractors Form (00 43 30) with the Bid Package.

This form will be used by the Agency to determine the percentage of work that the Bidder proposes to perform. Bidders are cautioned that failure to provide complete and correct information may result in rejection of the Bid as non-responsive. Any Bid that proposes performance of more than 50 percent of the Work by Subcontractors or performance by forces other than the Bidder's own organization will be rejected as non-responsive. Specialty items of work that may be so designated on the Proposed Subcontractors Form (00 43 30) "Contractor's Bid" will not be included in computing the percentage of work proposed to be performed by the Bidder.

Suppliers of materials from sources outside the limits of Work are not Subcontractors. The value of materials and transport of materials from sources outside the limits of Work, as shown on the plans, shall be assigned to the Contractor or the Subcontractor, as the case may be, that the Bidder proposes as installer of the materials. The value of material incorporated in any Subcontractor-installed Bid item that is supplied by the Bidder shall be included as a part of the Work that the Bidder proposes to be performed by the Subcontractor installing the item.

When the Bidder proposes to use a Subcontractor to construct or install less than 100 percent of a Bid item, the Bidder shall attach an explanation sheet to the Proposed Subcontractor Form (00 43 30). The explanation sheet shall clearly apprise the Agency of the specific facts that show the Bidder proposes to perform no less than fifty percent (50%) of the Work with its own forces.

Determination of the subcontract amounts for purposes of award of the Contract shall be determined by the Board in conformance with the provisions of the Contract Documents. The decision of the Board shall be final.

Contractor is prohibited from performing any Work on this Project with a Subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code Section 1771.1 or 1777.7.

Bidders shall make copies of the disclosure forms as may be necessary to provide the required information to Subcontractors. The page number and total number of additional form pages shall be entered in the location provided on each type of form so duplicated.

18. BIDDER INFORMATION AND EXPERIENCE FORM.

Each Bidder shall complete the provided questionnaire and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the Bid to be rejected as non-responsive. The Agency may reject any Bid if an investigation of the information submitted does not satisfy the Agency that the Bidder is qualified to properly carry out the terms of the Contract.

The Bidder shall submit Bidder Information and Experience Form (00 43 40) with the Bid Package.

19. NON-COLLUSION AFFIDAVIT.

Bidders on all public works contracts are required to submit an affidavit of non-collusion with their Bid. This form (00 45 10 Non-Collusion Affidavit) is included with the Bid Package and must be signed and dated under penalty of perjury.

20. IRAN CONTRACTING ACT OF 2010.

In accordance with Public Contract Code Section 2200 *et seq.*, the Agency requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the Agency with respect to goods or services of \$1,000,000 or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the Bid Package and must be signed and dated under penalty of perjury.

21. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION.

Pursuant to Labor Code Section 1773, the Agency has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in San Diego County from the Director of the Department of Industrial Relations for each craft, classification, or type

of worker needed to execute this Contract. A copy of these prevailing wage rates may be obtained via the internet at www.dir.ca.gov/dlsr/.

In addition, a copy of the prevailing rate of per diem wages is available at the Agency and shall be made available to interested parties upon request. The successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any Subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded the Contract, the Bidder and its Subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under the Contract and applicable law in its Bid.

To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained in the registration certificate. Failure to submit this certificate may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed Subcontractor in the space provided in the Proposed Subcontractors Form (00 43 30).

22. PREVAILING WAGES.

Pursuant to Labor Code Sections 1720, *et. seq.* and 1770, *et. seq.*, Contractor shall pay prevailing wages for all Work performed under the Contract. The Agency has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which the Work will be performed for each craft or type of worker needed to execute the Contract. These rates are available at the Agency or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

23. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS.

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Section 1777.1 or 1777.7. Any contract on a public

works project executed between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor who has been allowed to work on the Project.

The Agency may disqualify a Contractor or Subcontractor from participating in bidding when a Contractor or Subcontractor has been debarred by the Agency or another jurisdiction in the State of California as an irresponsible bidder.

24. SIGNING OF BIDS.

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations that the Bidder assumes under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

25. SUBMISSION OF SEALED BIDS.

Once the Bid and supporting documents have been completed and signed as set forth in these Instructions to Bidders, they shall be uploaded, along with other required materials, to the online bidding portal before the deadline for submitting bids.

At the time of Bid submission, whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the Agency, Bidders must upload an electronic Portable Document Format (PDF) copy of the Bid Guarantee to the online bidding portal. The first 3 apparent low Bidders must provide the Agency with the original Bid Guarantee within 2 Business Days after the Bid opening date.

Failure to submit the electronic version of the Bid Guarantee at time of bid submission shall cause the bid to be rejected and deemed **non-responsive**. Failure to provide the original within 2 business days may deem the bidder **non-responsive**.

Original Bid Bond shall be submitted to:

Public Works Contract Administration
Attention: Graham Jordan, Contract Administrator
1635 Faraday Avenue
Carlsbad, California, 92008

No oral or telephonic Bids will be considered. Pursuant to Public Contract Code Sections 1600 and 1601, only where expressly permitted in these Instructions to Bidders and the Notice Inviting Bids may Bidders submit their Bids via electronic transmission (the online bidding portal). Bids received after the Bid Submission Deadline will not be accepted. Agency may reject any Bid not strictly complying with Agency's designated methods for delivery.

26. OPENING OF BIDS.

Bids submitted on the online bidding portal will be reviewed by the Agency. Once the Bid Submission Deadline has passed, Bidders, proposers, the general public, and Agency staff are able to immediately see the results online. Agency shall consider award of the Contract to the lowest, responsive, responsible Bidder as determined by the Agency consistent with Section 32 below. In case of a discrepancy between the line item entries submitted in the online bidding portal and the Bid Form, the online bidding portal shall prevail. In the event of any discrepancies, written numbers (e.g., fifty, hundred) will govern over numerical numbers (e.g., 50, 100) on the Bid Form.

In the event of any discrepancies, written numbers (e.g., fifty, hundred) will govern over numerical numbers (e.g., 50, 100) on the Price Proposal Form. Also, the sum of all lump sum line items will govern over the "Total Proposed Lump Sum Price" line item. The Agency may reject any or all Bids or waive any irregularities or informalities in any Bids or in the Bidding process.

The Bid and the terms of the Contract Documents constitute an irrevocable offer that shall remain valid and in full force for a period of 90 Calendar Days from the Bid Submission Deadline and such additional time as may be mutually agreed upon by the Agency and the Bidder.

27. WITHDRAWAL OF BID.

Any Bid may be withdrawn via written letter, incurring no penalty, at any time before the scheduled closing time for receipt of Bids. Requests to withdraw Bids shall be worded to not reveal the amount of the original Bid. Withdrawn Bids may be resubmitted until the Bid Submission Deadline, provided that resubmitted Bids are in conformance with these Instructions to Bidders.

Bids may be withdrawn after bid opening only by providing written notice to Agency within five (5) Working Days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the Agency.

28. BIDDERS INTERESTED IN MORE THAN ONE BID.

No Bidder shall be allowed to make, file or be interested in more than 1 Bid for the same work unless alternate Bids are specifically called for. If the Notice Inviting Bids provides for alternate Bids, a person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not disqualified from submitting a sub-proposal or quoting prices to other Bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

29. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES, AND FEES.

Contractor and its Subcontractors performing work under the Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

30. PERMIT AND INSPECTION FEE ALLOWANCE.

Notwithstanding anything contained in these Instructions to Bidders, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency. The allowance is included within the Bid Form to eliminate the need by Bidders to research or estimate the costs of traffic control permits and construction inspection fees before submitting a Bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the Agency. No other costs payable by Contractor to the Agency are included within the allowance.

If such cost is not contained or specified in the Bid Form, the Contractor shall include the costs in the other Bid items on the Bid Form.

31. BASIS OF AWARD; BALANCED BID.

The Agency shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the total Bid price. In the event of any discrepancies, written numbers (e.g., fifty, hundred) will govern over numerical numbers (e.g., 50, 100) on the Price Proposal Form. Also, the sum of all lump sum line items will govern over the "Total Proposed Lump Sum Price" line item.

The Agency may reject any Bid which, in its opinion when compared to other Bids received or to the Agency's internal estimates, does not accurately reflect the cost to perform the Work. The Agency may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to 1 or more particular Bid items or otherwise violates Public Contract Code Section 9203.

32. AWARD PROCESS.

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the Board may award the Contract. Once notified by Agency staff, the apparent successful Bidder should begin to prepare the following documents: (1) the Labor and Materials Bond; (2) the Performance and Warranty Bond; and (3) the required insurance certificates and endorsements. Once the Agency notifies the Bidder of the award, the Bidder will have 10 Working Days from the date of this notification to execute the Contract and supply the Agency with all of the required documents and certifications or the Bidder may forfeit the Bid security and the Agency may pursue award of the Contract to the next lowest, responsive, responsible Bidder. Once the Agency receives all properly drafted and executed documents and certifications from the Bidder, the Agency shall issue a Notice to Proceed to that Bidder.

33. EXECUTION OF CONTRACT.

As required in these Instructions to Bidders, the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The Agency may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

34. BUSINESS LICENSE.

The prime Contractor and all Subcontractors are required to have and maintain a valid City of Carlsbad Business License for the duration of the Contract.

35. PARTICIPATION OF MINORITY AND WOMEN-OWNED BUSINESSES.

The Agency encourages the participation of minority and women-owned businesses.

36. USE OF RECYCLED MATERIALS.

The Agency encourages Bidders, suppliers, manufacturers, fabricators and contractors to utilize recycled and recyclable materials when available, appropriate and approved by the Agency's Engineer.

37. STATUTORY REFERENCES.

All references in these Instructions to Bidders (00 21 10) to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time by the corresponding legislative or regulatory body.

END OF SECTION

00 41 00 BID FORM

NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY

CONTRACT NO.: 6070

BID NO.: PWS24-2386TRAN

NAME OF BIDDER: _____

AGENCY: City of Carlsbad
1635 Faraday Ave
Carlsbad, CA 92008

The undersigned declares that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all Plans, Specifications, and Addenda, if any, for the above-mentioned Project. The undersigned has acknowledged receipt, understanding, and full consideration of ANY and ALL Addenda to the Contract Documents via the online bidding portal.

We propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE.

- Attached is the required Bid Bond (00 43 10) or Bid Security (00 43 20) in the amount of not less than 10% of the Total Bid Price.
- Attached is the completed Proposed Subcontractors form (00 43 30).
- Attached is the completed Bidder Information and Experience form (00 45 40)
- Attached is the fully executed Non-collusion Affidavit (00 45 10).
- Attached is the completed Iran Contracting Act Certification form (00 45 15).
- Attached is the completed Public Works Contractor Registration Certification form (00 45 20).
- Attached is the completed Certificate of Insurance form (00 45 25).
- Attached is the Statement of Regarding Debarment form (00 45 30)
- Attached is the Disclosure of Discipline Record (00 45 35)
- Attached is the CARB Fleet Compliance Certification (Attachment A)
- Attached is the Optional Escrow Agreement (if applicable) (00 61 30)

1. BID SCHEDULE.

Item No.	Item Description	Unit of Measure	Quantity	Unit Price	Total
1	Mobilization	LS	1		
2	Traffic Control Plan	LS	1		
3	Water Pollution Control	LS	1		
4	Clearing and Grubbing	LS	1		
5	6" PCC Curb and Gutter	LF	485		
6	4" PCC Sidewalk	SF	874		
7	PCC Curb Ramp	EA	6		
8	Crush Aggregate Base	CY	32		
9	AC Paving	Ton	24		
10	Asphalt Concrete (AC) Speed Cushion	Ton	62		
11	Cold Milling and AC Overlay (2")	SF	9500		
12	Cold Milling for Speed Cushion	SF	3300		
13	Adjust Existing Water Valve to Grade	EA	1		
14	Signing and Striping	LS	1		
15	Construction Staking and Surveying	LS	1		

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the Agency makes no representation that the actual quantities of Work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the Unit Price.

2. TOTAL BID PRICE

<p>The TOTAL BID PRICE on Bid Schedule total of Unit Prices:</p> <p>Total Bid Price in Numbers: _____</p> <p>Total Bid Price in Written Form: _____</p> <p>In case of discrepancy between the written price, the numerical price, or the price as submitted via the online bidding portal, the online bidding portal price shall prevail.</p>

The undersigned agrees that this Bid Form constitutes a firm offer to the Agency which cannot be withdrawn for ninety (90) Calendar Days from and after the Bid opening, or until a Contract for the Work is fully executed by the Agency and the lowest responsible Bidder, whichever is later.

The Undersigned has carefully checked all the above figures and understands that the Agency will not be responsible for any error or omission on the part of the Undersigned in preparing this Bid.

3. RECITALS

The successful Bidder agrees to sign the Contract and furnish the necessary bonds and certificates of insurance within 10 Working Days after the Agency issues the Notice of Award to the successful Bidder.

The Undersigned agrees that in case of failure to execute the required Contract with necessary bonds and insurance policies within this time period, the Agency may pursue awarding the Contract to the next lowest responsible Bidder and the Bid Security of the lowest Bidder may be forfeited.

Upon receipt of the signed Contract and other required documents, the Agency will proceed to execute the Contract and issue a purchase order and the Notice to Proceed. The time of completion shall commence on the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within 10 Working Days of the date of the Notice to Proceed, unless otherwise specified.

The Undersigned is aware of the provisions of Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and agrees to comply with such provisions before commencing the performance of the Work of this Contract and continue to comply until the Contract is complete.

The Undersigned is aware of the provisions of Labor Code Section 1770 *et seq.* relative to the general prevailing rate of wages for each craft or type of worker needed to execute the Contract and agrees to comply with its provisions.

The Undersigned Bidder declares, under penalty of perjury, that the undersigned is licensed to do business or act in the capacity of a contractor within the State of California and that this statement is true and correct and has the legal effect of an affidavit. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

A Bid submitted to the Agency by a Contractor who is not licensed as a Contractor pursuant to the Business and Professions Code shall be considered nonresponsive and shall be rejected by the Agency. In all contracts where federal funds are involved, no Bid submitted shall be invalidated by the failure of the Bidder to be licensed in accordance with California law. However, at the time the Contract is awarded, the Contractor shall be properly licensed.

The Undersigned Bidder represents as follows:

1. That no elected or appointed official, officer, agent, or employee of the Agency is personally interested, directly or indirectly, in this Contract, or the compensation to be paid under it; that no representation, oral or in writing, of the Agency, its officers, agents, or employees has induced Bidder to enter into this Contract, excepting only those contained in this form of Contract and the papers made a part of this Contract by its terms; and
2. That this Bid is made without connection with any person, firm, or corporation making a Bid for the same Work, and is in all respects fair and without collusion or fraud.

Accompanying this Bid is _____ (Cash, Certified Check, Bidder's Bond or Cashier's Check) for 10% of the amount Bid, payable to Agency as Bid Security and which is given as a guarantee that the undersigned will enter into a Contract and provide the necessary bonds and certificates of insurance if awarded the Contract.

Organized under the laws of the State of _____.

- an individual
- a partnership
- a corporation

(Signatures continued on next page)

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

I certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made in this Bid are true and correct.

1 Name under which
business is
conducted _____

2 Signature (given and
surname) of
proprietor _____

Printed/Typed Name _____

3 Place of Business
(Full Address: street,
number, city, state,
zip) _____

4 Telephone Number _____

5 Email _____

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

IF A PARTNERSHIP, SIGN HERE:

I certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made in this Bid are true and correct.

1 Name under which
business is
conducted _____

2 Signature (given and
surname and role)
(Note: Signature
must be made by a
general partner) _____

Printed/Typed Name _____

3 Place of Business
(Full Address: street,
number, city, state,
zip) _____

4 Telephone Number _____

5 Email _____

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

IF A CORPORATION, SIGN HERE:

I certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made in this Bid are true and correct.

1 Name under which
business is
conducted _____

2 Signature (given and
surname and Title)
(Note: Signature
must be made by a
someone who can
bind the
corporation) _____

Printed/Typed Name _____

3 Place of Business
(Full Address: street,
number, city, state,
zip) _____

4 Telephone Number _____

5 Email _____

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

List below names of president, vice president, CFO, secretary and assistant secretary, if a corporation; if a partnership, list names of all general partners, and managing partners:

Approved as to form this _____ day of _____ 20_____.

Attorney for Agency

END OF SECTION

00 43 10 BID BOND FORM

(Note: This form is not required when other form of Bidder’s Security, e.g., cash, certified check or cashier’s check, accompanies Bid. In that case, use form 00 43 20 Bid Security)

NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY

CONTRACT NO.: 6070

BID No.: PWS24-2386TRAN

NAME OF BIDDER: _____

The makers of this bond are, _____, as Principal, and _____, as Surety, and are held and firmly bound unto the City of Carlsbad (“Agency”) in the penal sum of 10% OF THE TOTAL BID PRICE of the Principal submitted to the Agency for the Work described below, for the payment of which sum in lawful money of the United States, 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 whereas the Principal has submitted the accompanying Bid dated _____.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal provides all required documents to the Agency and is awarded the Contract; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety waives notice of any such changes.

In the event a lawsuit is brought upon this bond by the Agency and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Agency in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and expenses.

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///

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

PRINCIPAL:

Executed by SURETY

(Name of Principal)

this _____ day of _____, 20____

By:

SURETY:

(sign here)

(name of Surety)

(Print name here)

(address of Surety)

(Title and Organization of Signatory)

(telephone number of Surety)

By:

(signature of Attorney-in-Fact)

(printed name of Attorney-in-Fact)

Required Attachments:

- Corporate resolution showing current power of attorney.
- Proper execution by PRINCIPAL.
- Proper notarial acknowledgment of execution by SURETY.
- President or vice-president and CFO, secretary or assistant secretary must sign for corporations. If only 1 officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering that officer to bind the corporation.

END OF SECTION

00 43 20 BID SECURITY

(Note: This form is required when cash, certified check or cashier’s check, accompanies Bid. If Bid Bond is being provided, use form 00 43 10 Bid Bond)

NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY

CONTRACT NO.: 6070

BID No.: PWS24-2386TRAN

NAME OF BIDDER: _____

Accompanying this proposal is a Certified / Cashier’s check payable to the order of the City of Carlsbad (“Agency”), in the sum of _____ dollars (\$ _____), this amount being 10% of the total amount of the Bid. The proceeds of this check shall become the property of the Agency, provided this proposal shall be accepted by the Agency through action of its legally constituted contracting authorities and the Undersigned shall fail to execute a Contract and furnish the required Performance, Warranty and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the Undersigned. The proceeds of this check shall also become the property of the Agency if the Undersigned shall withdraw his or her Bid within the period of 15 Calendar Days after the date set for the opening of the Bid, unless otherwise required by law, and notwithstanding the award of the Contract to another Bidder.

BIDDER

Required Attachments:

- Certified Check or Cashier’s Check

END OF SECTION

00 43 30 PROPOSED SUBCONTRACTORS FORM

NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY

CONTRACT NO.: 6070

BID NO.: PWS24-2386TRAN

NAME OF BIDDER: _____

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq.*), Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number, and (d) the portion of the Work which will be done by each Subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the Work involves the construction of streets and highways, then the Bidder shall list each Subcontractor who will perform work or labor or render service to the Bidder in or about the Work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a Subcontractor or if a Contractor specifies more than one Subcontractor for the same portion of Work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of Work and that it shall perform that portion itself. No changes in the Subcontractor's listed Work will be made without the prior approval of the Agency.

Attach additional pages as required.

(Signature of Bidder)

Name of Subcontractor	Location of Business	CSLB Contractor License No./ Exp Date	DIR Registration Number / Exp. Date	Type of Work to be done by Subcontractor	% of Work	Amount of Work by Subcontractor in Dollars*

Pursuant to Public Contract Code Section 4104, subdivision (a)(3)(A), receipt of the information preceded by an asterisk (*) may be submitted by the Bidder up to 24 hours after the deadline for submitting bids contained in the "Notice Inviting Bids."

END OF SECTION

00 43 40 BIDDER INFORMATION AND EXPERIENCE FORM

NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY

CONTRACT NO.: 6070

BID NO.: PWS24-2386TRAN

NAME OF BIDDER: _____

1. INFORMATION ABOUT BIDDER

(Indicate not applicable (“N/A”) where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

1. Type, if Entity: _____

2. Bidder Address: _____

a. Facsimile Number _____

b. Telephone Number _____

c. Email Address _____

3. How many years has Bidder’s organization been in business as a contractor? _____

4. How many years has Bidder’s organization been in business under its present name? _____

a. Under what other or former names has Bidder’s organization operated?

5. If Bidder’s organization is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President’s Name: _____

d. Vice-President’s Name(s): _____

e. Secretary’s Name: _____

f. Treasurer's Name: _____

g. CFO's Name: _____

6. If an individual or a partnership, answer the following:

a. Date of Organization: _____

b. Name and address of all partners (state whether general or limited partnership):

7. If other than a corporation or partnership, describe organization and name principals:

8. List other states in which Bidder's organization is legally qualified to do business.

9. What type of work does the Bidder normally perform with its own forces?

10. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

11. Within the last 5 years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

12. List Trade References: _____

13. List Bank References (Bank and Branch Address):

14. Name of Bonding Company and Name and Address of Agent:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

2. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate or attach additional pages if needed for listing current projects.**]

Project Name Sub or Prime?	Description of Bidder's Work	Client Name	Completion Date	Cost of Bidder's Work

LIST OF COMPLETED PROJECTS (LAST 3 YEARS)

[**Duplicate or attach additional pages if needed for listing completed projects. **]

Please include only those projects which are similar enough to demonstrate Bidder’s ability to perform the required Work.

Project Name Sub or Prime?	Description of Bidder’s Work	Client Name	Completion Date	Cost of Bidder’s Work

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

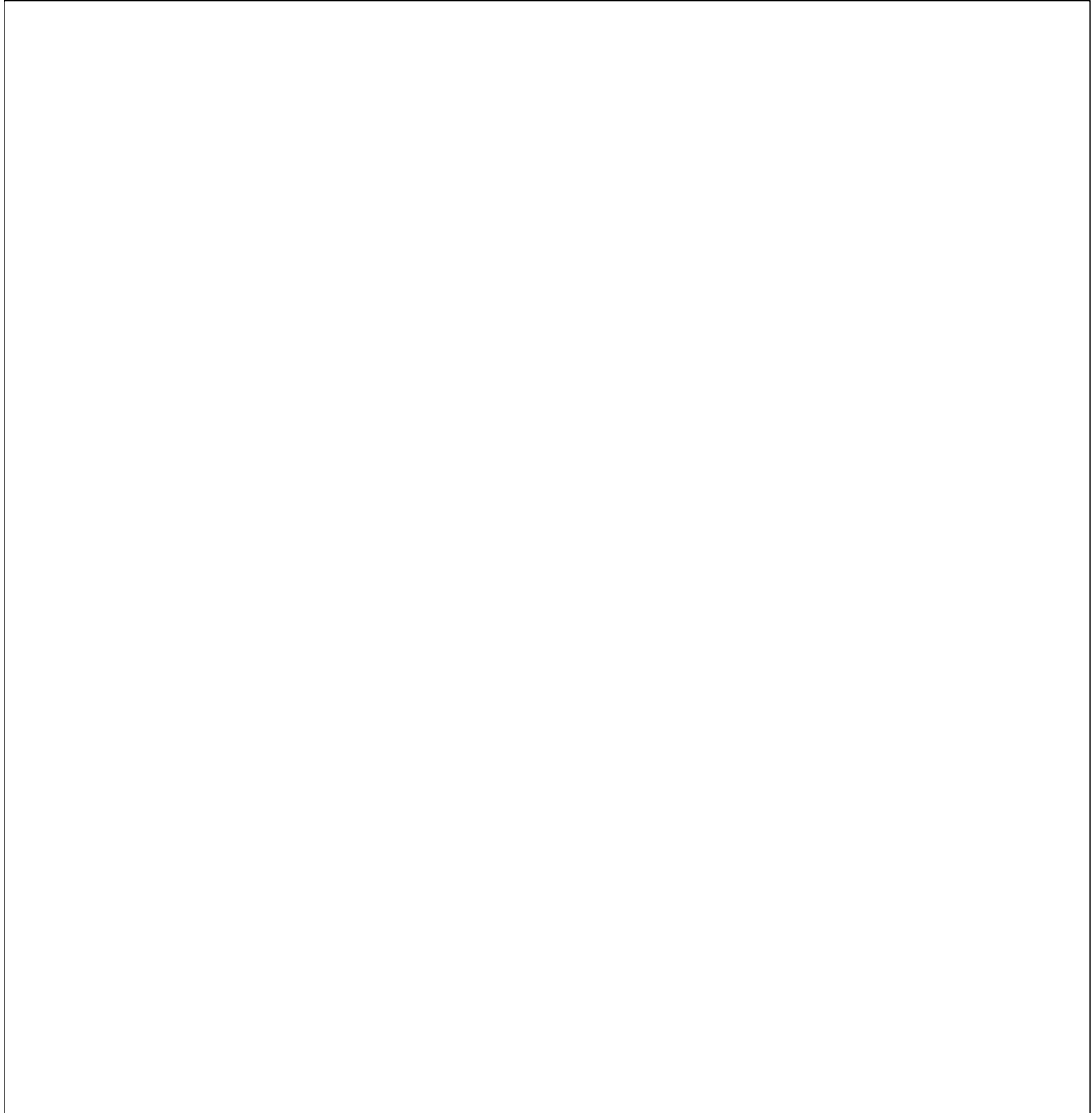
The Bidder shall identify the key personnel to be assigned to this Project in a management, construction supervision or engineering capacity. Add additional pages to identify ALL key personnel. Bidder may submit a 2-page resume of each key personnel mentioned above.

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the Agency.

Job Title Name % time on this Project	Specialized Education	Years of construction experience relevant to the Project	Summarize the experience

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:



3. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

END OF SECTION

00 45 10 NON-COLLUSION AFFIDAVIT

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY

NAME OF BIDDER: _____

Consistent with Public Contract Code Section 7106, the undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed _____ 20__ at _____ [city], _____ [state].

Signature: _____

Name: _____

Title: _____

END OF SECTION

00 45 15 IRAN CONTRACTING ACT CERTIFICATION

NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY

CONTRACT NO.: 6070

BID NO.: PWS24-2386TRAN

NAME OF BIDDER: _____

As required by Public Contract Code Section 2204, the Contractor certifies subject to penalty of perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

The Contractor is not:

1. identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
2. a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____ Date: _____

Name: _____ Title: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for 3 years.

END OF SECTION

00 45 20 PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY

CONTRACT NO.: 6070

BID NO.: PWS24-2386TRAN

NAME OF BIDDER: _____

Pursuant to Labor Code Sections 1725.5 and 1771.1, all Contractors and Subcontractors that wish to Bid on, be listed in a Bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See [Public Works \(ca.gov\)](https://www.dir.ca.gov) for additional information.

No Bid will be accepted, nor any Contract entered into without proof of the Contractor's and Subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Bidder further certifies:

1. Bidder shall maintain a current DIR registration for the duration of the Project.
2. Bidder shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its Contract with Subcontractors and ensure that all Subcontractors are registered at the time of Bid opening and maintain registration status for the duration of the Project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the Bid is non-responsive.

Signature: _____ Date: _____

Name: _____ Title: _____

END OF SECTION

00 45 25 CERTIFICATE OF INSURANCE

NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY

CONTRACT NO.: 6070

BID NO.: PWS24-2386TRAN

NAME OF BIDDER: _____

Bidder must **attach either** of the following to this page.

- Certificates of insurance showing conformance with the requirements for each of:
 - a. Comprehensive General Liability
 - b. Automobile Liability
 - c. Workers Compensation
 - d. Employer's Liability

- Statement with an insurance carrier's notarized signature stating that the carrier can, and upon payment of fees and/or premiums by the Bidder, will issue to the Bidder the required policies of insurance for Comprehensive General Liability, Automobile Liability, Workers Compensation and Employer's Liability in conformance and the required Certificates of insurance to the Agency.

END OF SECTION

00 45 30 STATEMENT REGARDING DEBARMENT

NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY

CONTRACT NO.: 6070

BID NO.: PWS24-2386TRAN

NAME OF BIDDER: _____

1. Have you or any of your Subcontractors ever been debarred as an irresponsible Bidder by another public agency in the State of California?

- YES
- NO

2. If yes, what was/were the name(s) of the public agency(ies) and what was/were the period(s) of debarment(s)? Attach additional copies of this page to accommodate more than 2 debarments.

party debarred	party debarred
public agency	public agency
period of debarment	period of debarment

BY CONTRACTOR:

By: _____
(sign here)

(print name/title)

Page ____ of ____ pages of this Statement Regarding Debarment form

END OF SECTION

00 45 35 DISCLOSURE OF DISCIPLINE RECORD

NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY

CONTRACT NO.: 6070

BID NO.: PWS24-2386TRAN

NAME OF BIDDER: _____

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a latent act or omission is filed within 4 years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

1. Have you ever had your contractor's license suspended or revoked by the California Contractors' State license Board 2 or more times within an 8-year period?
 - YES
 - NO

2. Has the suspension or revocation of your contractor's license ever been stayed?
 - YES
 - NO
 - N/A

3. Have any Subcontractors that you propose to perform any portion of the Work ever had their contractor's license suspended or revoked by the California Contractors' State License Board 2 or more times within an 8-year period?
 - YES
 - NO

4. Has the suspension or revocation of the license of any Subcontractors that you propose to perform any portion of the Work ever been stayed?
 - YES
 - NO
 - N/A

5. If the answer to either of 1 or 3 above is “yes,” fully identify, in each and every case, the party disciplined, the date of and violation that the disciplinary action pertains to, the nature of the violation and disciplinary action taken.

(If needed attach additional sheets to provide full disclosure.)

6. If the answer to either of 2 or 4 above is “yes,” fully identify, in each and every case, the party whose discipline was stayed, the date of and the violation that the disciplinary action pertains to, the nature of the violation and the condition (if any) upon which the disciplinary action was stayed.

(If needed attach additional sheets to provide full disclosure.)

BY CONTRACTOR:

By: _____
(sign here)

(print name and title)

END OF SECTION

00 52 00 CONTRACT

This Project No. 6070 (“Contract”) is made and entered into this _____ day of _____, 2024, by and between the City of Carlsbad (“Agency”) and _____ (“Contractor”), whose principal place of business is _____.

The parties agree:

1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all the Work required in strict compliance with the Contract Documents for the following Project:

NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY

CONTRACT NO.: 6070

BID NO.: PWS24-2386TRAN

The Contractor and its surety shall be liable to the Agency for any damages arising as a result of the Contractor’s failure to comply with the obligation described in this Section 1.

2. TIME OF COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the Agency’s Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within sixty (60) working days from the commencement date stated in the Notice to Proceed. Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

3. CONTRACT PRICE.

The Agency shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions made in accordance with the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$ _____). Payment shall be made as set forth in the General Conditions.

The Engineer will close the estimate of work completed for progress payments on the last working day of each month. The Agency shall withhold retention as required by Public Contract Code Section 9203.

4. LIQUIDATED DAMAGES.

In accordance with Government Code Section 53069.85, it is agreed that the Contractor will pay the Agency the sum set forth in Section 00 73 00 Supplemental General Provisions for each and every Calendar Day of delay beyond the time of completion prescribed in this Contract as

Liquidated Damages and not as a penalty or forfeiture. If this sum is not paid, the Contractor agrees the Agency may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents.

5. CONTRACT DOCUMENTS.

The "Contract Documents" include the following:

- 00 11 10 Notice Inviting Bids
- 00 21 10 Instructions to Bidders
- 00 41 00 Bid Form
- 00 42 10 Bid Bond or 00 43 20 Bid Security
- 00 43 30 Proposed Subcontractors
- 00 43 40 Bidder Information and Experience
- 00 45 10 Non-Collusion Affidavit
- 00 45 15 Iran Contracting Act Certification
- 00 45 20 Public Works Contractor Registration Certification
- 00 45 30 Statement of Regarding Debarment
- 00 45 35 Disclosure of Discipline Record
- 00 52 10 Contract
- 00 61 10 Labor and Materials Bond
- 00 61 20 Faithful Performance and Warranty Bond
- 00 61 30 Optional Escrow Agreement (if applicable)
- 00 73 00 Supplemental Provisions to Part 1 of the Standard Specifications for Public Works Construction "Greenbook," latest edition and including all errata
- Technical Specifications for the Project
- All Addenda
- Plans and Drawings
- Permits
- 00 74 00 Supplemental Provisions to Parts 2-8 of the Standard Specifications for Public Works Construction "Greenbook," latest edition and including all errata
- "City of Carlsbad Engineering Standard Drawings and Specifications," as last revised
- Standard Plans for Public Works Construction, latest edition and including all errata
- Applicable Local Agency Standards and Specifications, as last revised
- Approved and fully executed change orders
- Any other documents contained in or incorporated by reference into the Contract Documents

The Contractor shall complete the Work in strict accordance with the Contract Documents. The requirements of the various sections or documents comprising the Contract Documents are intended to be complementary. Work required by 1 of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the Labor Code and Public Contract Code which are applicable to the Work.

7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the 00 73 00 Agency Supplemental General Provisions.

8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

[signatures on the following page]

NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED

(CORPORATE SEAL)
CONTRACTOR

City of Carlsbad

By:

By:

(sign here)

KEITH BLACKBURN, Mayor

(print name/title)

ATTEST:

By:

(sign here)

SHERRY FREISINGER, City Clerk

(print name/title)

If required by the Agency, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, the Contract must be signed by 1 corporate officer from each of the following 2 groups.

Group A

Chairman,
President, **or**
Vice-President

Group B

Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

CINDIE K. McMAHON, City Attorney

BY: _____
Assistant City Attorney

END OF SECTION

00 61 10 LABOR AND MATERIALS BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the City of Carlsbad ("Agency") has awarded to _____
("Principal,") a Contract for the Work described as follows:

**NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD
AND CARRILLO WAY**

CONTRACT NO.: 6070

BID NO.: PWS24-2386TRAN

in strict conformity with the drawings and specifications, and other Contract Documents now on file in the Office of the City Clerk of the City of Carlsbad and all of which are incorporated by this reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Contract providing that if Principal or any of its Subcontractors fail to pay (1) for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the Work contracted to be done, (2) for any Work or labor of any kind performed under the Contract, (3) for amounts due under the Unemployment Insurance Code for any Work or labor of any kind performed under the Contract, or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department under Unemployment Insurance Code Section 13020 or to the Franchise Tax Board under Revenue and Taxation Code Section 18663 from the wages of employees of Principal and its Subcontractors with respect to the Work or labor, the Surety on this bond will pay for the same to the extent set forth below.

NOW THEREFORE, we, Principal and _____, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ dollars (\$ _____), for the payment of which sum being an amount equal to 100% of the total amount payable under the terms of the Contract by the Agency, and for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, or its Subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100; fail to pay for any materials, provisions, provender, equipment, or other supplies, used in, upon, for or about the performance of the Work contracted to be done; fail to pay for any Work or labor of any kind performed under the Contract; fail to pay amounts due under the Unemployment Insurance Code for any Work or labor of any kind performed under the Contract; or fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of Principal or its Subcontractors pursuant to Unemployment Insurance Code Section 13020 or Revenue and Taxation Code Section 18663, with respect to the Work or labor, then the Surety

will pay for the same, in an amount not exceeding the penal sum specified above, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Agency in the suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses to be fixed by the court consistent with Civil Code Section 9554.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. The Surety stipulates and agrees that this bond shall not be exonerated or released from the obligation of this bond by:

1. 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 described above, or the furnishing of labor, materials, or equipment pertaining or relating to any scheme or Work of improvement described above.
2. 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 described above.
3. Any rescission or attempted rescission or attempted rescission of the Contract, agreement or bond.
4. 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.
5. Any fraud practiced by any person other than the claimant seeking to recover on the bond.

The Surety also stipulates and agrees that this bond shall be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit this bond has been given by reason of any breach of contract between the Agency and Principal or on the part of any obligee named in this bond. Finally, the Surety waives notice of any such change, extension of time, addition, alteration or modification mentioned in this bond, including but not limited to the provisions of Civil Code Sections 2819 and 2845.

If Principal is an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this bond.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed by PRINCIPAL this _____ day of _____, 20____.

Executed by SURETY this _____ day of _____, 20____.

PRINCIPAL:

SURETY:

(name of Contractor)

(name of Surety)

By: _____
(sign here)

(address of Surety)

(print name here)

(telephone number of Surety)

(title and organization of signatory)

By: _____
(signature of Attorney-in-Fact)

(printed name of Attorney-in-Fact)
(attach corporate resolution showing current power of attorney)

(Proper notarial acknowledgment of execution by CONTRACTOR and SURETY must be attached.)

(President or vice-president and secretary or assistant secretary must sign for corporations. If only 1 officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering that officer to bind the corporation.)

APPROVED AS TO FORM:

CINDIE K. McMAHON, City Attorney

BY: _____
Assistant City Attorney

END OF SECTION

00 61 20 FAITHFUL PERFORMANCE AND WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the City of Carlsbad ("Agency") has awarded to _____
("Principal,") a Contract for the Work described as follows:

**NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD
AND CARRILLO WAY**

CONTRACT NO.: 6070

BID NO.: PWS24-2386TRAN

in strict conformity with the drawings and specifications, and other Contract Documents now on file in the Office of the City Clerk of the City of Carlsbad and all of which are incorporated by this reference; and

WHEREAS, the Work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____, ("Contract Documents"), the terms and conditions of which are incorporated by reference; and

WHEREAS, the Principal is required by the Contract Documents to perform the terms of them and to furnish a bond for the faithful performance and warranty of the Contract Documents.

NOW THEREFORE, we, Principal and _____, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ dollars (\$_____), for the payment of which sum being an amount equal to 100% of the total amount payable under the terms of the Contract by the Agency, and for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if Principal, 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 Contract Documents and any alteration of the Contract Documents made as provided in the Contract Documents, on its part, to be kept and performed at the time and in the manner specified in the Contract Documents, and in all respects according to their true intent and meaning; and shall indemnify and save harmless the Agency, its Board, members of the Board, officers, directors, managers, employees, agents, and authorized volunteers, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured by this bond and in addition to the face amount specified in this bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

As a condition precedent to the satisfactory completion of the Work unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of 1 year after the acceptance of the Work by the Agency. During this 1-year period, if Contractor fails to make full, complete, and satisfactory repair and replacements and totally protect the Agency from loss or damage resulting from or caused by defective materials or faulty workmanship in connection with Contractor's Work on the Project, the obligations of Surety under this bond shall continue so long as any obligation of Principal remains to the Agency. Nothing in this bond shall limit the Agency's rights or the Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, Code of Civil Procedure Section 337.15.

Whenever Principal shall be, and is declared by the Agency to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Agency's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents;
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the Agency, and make available as Work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Price, including other costs and damages for which Surety may be liable. The term "balance of the Contract Price" as used in this paragraph shall mean the total amount payable to Principal by the Agency under the Contract and any modification to the Contract, less any amount previously paid by the Agency to the Principal and any other set offs pursuant to the Contract Documents.
Or
- iii. Permit the Agency to complete the Project in any manner consistent with Applicable Law and make available as Work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Price, including other costs and damages for which Surety may be liable. The term "balance of the Contract Price" as used in this paragraph shall mean the total amount payable to Principal by the Agency under the Contract and any modification to the Contract, less any amount previously paid by the Agency to the Principal and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Agency may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Project, nor shall Surety accept a bid from Principal for completion of the Project, if the Agency, when declaring the Principal in default, notifies Surety of the Agency's objection to Principal's further participation in the completion of the Project.

The Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed under the Contract Documents shall in any way affect Surety's obligations on this bond, and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

If Principal is an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this bond.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed by PRINCIPAL this _____ day of _____, 20____.

Executed by SURETY this _____ day of _____, 20____.

PRINCIPAL:

SURETY:

(name of Contractor)

(name of Surety)

By: _____
(sign here)

(address of Surety)

(print name here)

(telephone number of Surety)

(title and organization of signatory)

By: _____
(signature of Attorney-in-Fact)

(printed name of Attorney-in-Fact)
(attach corporate resolution showing current power of attorney)

(Proper notarial acknowledgment of execution by CONTRACTOR and SURETY must be attached.)

(President or vice-president and secretary or assistant secretary must sign for corporations. If only 1 officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering that officer to bind the corporation.)

APPROVED AS TO FORM:

CINDIE K. McMAHON, City Attorney

BY: _____
Assistant City Attorney

END OF SECTION

00 61 30 OPTIONAL ESCROW AGREEMENT

NAME OF PROJECT: TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY

CONTRACT NO.: 6070

BID NO.: PWS24-2386TRAN

NAME OF BIDDER: _____

This Escrow Agreement is made and entered into by and between the 1200 Carlsbad Village Drive, Carlsbad, California, 92008 ("Agency"), _____, whose address is _____, ("Contractor") and _____, whose address is _____ ("Escrow Agent").

Agency, Contractor and Escrow Agent agree as follows:

1. Pursuant Public Contract Code Section 22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Agency pursuant to the construction contract entered into between Agency and Contractor for **TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY** in the amount of _____ dated _____ ("Contract"). Alternatively, on written request of Contractor, Agency shall make payments of the retention earnings directly to Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Agency within 10 Calendar Days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract. Securities shall be held in Agency's name and shall designate Contractor as the beneficial owner.
2. Agency shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When Agency makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Agency pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of Agency. These expenses and payment terms shall be determined by Agency, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Agency.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Agency to Escrow Agent that Agency consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. Agency shall have a right to draw upon the securities in the event of default by the Contractor. Upon 7 Calendar Days' written notice to Escrow Agent from Agency of a default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Agency.
8. Upon receipt of written notification from the Agency certifying that the Work required by the Contract is final and complete and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from Agency and Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and Agency and Contractor shall hold Escrow Agent harmless from Escrow Agent's release, conversion and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notices or to receive written notice on behalf of Agency and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

For Agency (Finance Director) Title _____
 Name _____
 Signature _____
 Address _____

For Contractor Title _____
 Name _____
 Signature _____
 Address _____

For Escrow Agent Title _____
 Name _____
 Signature _____
 Address _____

At the time the Escrow Account is opened, Agency and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

For Agency Title _____
Name _____
Signature _____
Address _____

For Contractor Title _____
Name _____
Signature _____
Address _____

For Escrow Agent Title _____
Name _____
Signature _____
Address _____

APPROVED AS TO FORM:
CINDIE K. McMAHON, City Attorney

BY: _____
Assistant City Attorney

END OF SECTION

SPECIAL PROVISIONS

INTRODUCTION

The specifications contained in this 00 73 00 Agency Supplemental General Provisions take precedence over the specification language contained in the Standard Specifications for Public Works Construction, "The Greenbook," latest edition and all errata. This specification addresses the unique conditions in Carlsbad that are not addressed in The Greenbook. Therefore, if there is a conflict, these specifications shall control.

The Greenbook may be purchased at Bidder's/Contractor's local technical bookstore or directly from the publisher. These Supplemental General Provisions are available only for download from the online bidding portal with Contract Documents. The Agency does not provide hard copies.

When used in the Contract Documents, statements, or command phrases (active voice and imperative mood) refer to and are directed at the "Bidder" or "Contractor" as applicable. The specifications are written to the "Bidder" before award and the "Contractor" after award. Before award, interpret sentences written in the imperative mood as starting with "The Bidder shall." Interpret the term "you" as "the Bidder" and interpret the term "your" as "the Bidder's." After award, interpret sentences written in the imperative mood starting with "The Contractor shall." Interpret the term "you" as "the Contractor" and interpret the term "your" as "the Contractor's."

PART 1 GENERAL PROVISIONS

SECTION 1 – GENERAL

1-1 GENERAL.

ADD the following:

1. The word "provide" shall mean "furnish and install," unless otherwise stated.
2. In reference to Drawings, where words "shown," "indicated," "detailed," "noted," "scheduled," or words of similar import are used, it shall be understood that reference is made to the Plans accompanying these provisions, unless stated otherwise.
3. Where the words "equal," "approved equal," "equivalent," and words of similar import are used, it shall be understood such words are followed by the expression "in the opinion of the Engineer," unless otherwise stated.
4. The word "perform" shall be understood to mean that the Contractor, at its expense, shall "perform all operations and furnish labor, tools and equipment," and further, "furnish and install materials that are indicated, specified or required" shall be understood to mean that the Contractor, at its expense, shall "furnish and install the Work, complete in place and ready to use, including furnishing of necessary labor, materials, tools, equipment, and transportation."

5. Where words “directed,” “designated,” “selected,” or words of similar import are used, it shall be understood that the direction, designation, or selection of the Engineer is intended, unless stated otherwise. The word “required” and words of similar import shall be understood to mean “as required to properly complete the Work as required and as approved by the Engineer,” unless stated otherwise.

Where the words “approved,” “approval,” “acceptance,” or words of similar import are used, it shall be understood that the approval, acceptance, or similar import of the Engineer is intended.

1-2 TERMS AND DEFINITIONS.

Where applicable ADD/REPLACE the following:

Agency - The City of Carlsbad or the Carlsbad Municipal Water District, the owner of the Project.

Agency Approval - Except where stated in this Contract to the contrary, the phrases “Agency approval,” and “Agency’s written approval” or such similar phrases shall mean approval by the City Manager for the City of Carlsbad or the Executive Manager for the Carlsbad Municipal Water District, which approval shall not be unreasonably withheld.

Agency Forces – City of Carlsbad or Carlsbad Municipal Water District employees who perform construction work.

Agency Supplement - 00 73 00 Agency Supplemental General Provisions; and 00 74 00 Agency Supplemental Technical Provisions.

Allowance (AL) - Payment under Allowance Bid items, denoted as “AL,” shall be based on the actual expenditures and for pre-authorized items of the Work in accordance with the Contract Documents. The unused portions of the Allowances shall revert to the Agency upon acceptance of the Project or Work.

Apparent Low Bidder - The Bidder whose Bid having been publicly opened, initially meets the material requirements of the Bid Documents and whose Bid price is the lowest received.

Applicable Laws - Laws, statutes, ordinances, rules, orders, and regulations of governmental authorities and courts having jurisdiction over the Project.

As-Builts - The CADD drawings prepared from the approved Red-lines for record keeping purposes.

Award of Contract (Award) - The date on which the Board or designee executes the Contract.

Bid - Any proposal submitted to the Agency in competitive bidding for the construction, alteration, repair, or improvement of any structure, building, road or other improvement of any kind.

Board – The officer or body constituting the awarding authority of the Agency, which is the City Council for the City of Carlsbad or the Board of Directors for the Carlsbad Municipal Water District.

Board of Directors for the Carlsbad Municipal Water District – The legislative body that governs the Carlsbad Municipal Water District and has the authority to pass ordinances and appropriate funds.

Business Day - See Working Day.

Calendar Day – Every day on the calendar, including weekends and holidays.

City - The term “City” or “the City” means, City of Carlsbad. See also Agency.

City Council - The legislative body that governs the City of Carlsbad and has the authority to pass ordinances and appropriate funds.

City Engineer - The term “City Engineer” is defined as the Transportation Director, or designee, and is the person authorized to perform the functions of the City Engineer as defined in Government Code Section 66416.5. The City Engineer is the City's "duly authorized officer" for the purposes of Public Contract Code Sections 4107 and 4107.5.

City Manager – The appointed official who directs the administration of the City of Carlsbad.

Claim – A written demand by the Contractor that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any Contract provision. A voucher, invoice, or other routine request for payment is not a Claim.

Construction Documents - Plans and details, including Plans showing installation of major systems, equipment, fixed furnishings and graphics, the technical specifications and all other technical drawings, schedules, diagrams and specifications, accepted Shop Drawings, Working Drawings, and submittals that are necessary to set forth in detail the requirements for the Project.

Construction Manager – The Project Inspector’s immediate supervisor and the Engineer’s designated representative for the first level of appeal for informal dispute resolution.

Construction Work - The portion of the Work to construct the Project as set forth in the Contract Documents in conformance with 2-1, “WORK TO BE DONE”.

Contract – The written agreement between the Agency and the Contractor covering the Work.

Contract Documents - Contract Documents include the following: The signed Contract, Addenda, Notice Inviting Bids, funding agency provisions, Bid including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, Permits, CEQA documents, Standard Specifications (the “Greenbook”), Agency Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications, and Change Orders. Contract Documents, when applicable, shall also include Site and Coastal development permits, NEPA documents, re-vegetation plans, biological letters or technical reports, habitat mitigation plans, storm water documents, and local, state, and federal resource agency permits.

Contract Time - The number of Working Days to complete the Work as specified in the Contract Documents.

Contractor – The individual, partnership, corporation, joint venture, or other legal entity having a Contract with the Agency to perform the Work. In the case of Work being done under permit issued by the Agency, the permittee shall be constructed to be the Contractor. The term “prime contractor” shall mean Contractor.

Critical Path – In the Construction Schedule, the sequence of activities that represents the longest path through the Project network of activities and the shortest possible Project duration.

Critical Path Method – Network-based planning technique using activity durations and relationships between activities to calculate a schedule for the entire project.

Days – Days shall mean consecutive calendar days unless otherwise specified in this Contract.

Defective Work - Work that does not conform to the Contract Documents.

Delay Factor - The Delay Factor may be the basis for compensation for idle equipment time on an excusable delay. The factor has been calculated to include the ownership costs without including operating costs. The Delay Factor recovers all the Contractor’s non-operating costs in an 8-hour day. If payment is made for equipment on an excusable delay, it is limited to 8 hours per day or 40 hours per week maximum.

Deputy City Engineer – The Engineering Manager of the Construction Management & Inspection Division and the Construction Manager’s immediate supervisor and the Engineer’s designated representative for the second level of appeal for informal dispute resolution.

Dispute Board – Persons designated by the City Manager of the City of Carlsbad or Executive Manager of the Carlsbad Municipal Water District, to hear and advise the City Manager or Executive Manager on claims submitted by the Contractor. The City Manager for the City of Carlsbad or the Executive Manager for the Carlsbad Municipal Water District is the last appeal level for informal dispute resolution.

Drawings - See Plans.

D-size Sheet - “D” size paper for engineering design applications refers to 22” x 34” paper.

Engineer - The Deputy City Manager, Public Works of the City of Carlsbad acting either directly or through designated representatives and the third level of appeal for informal dispute resolution.

Engineer of Record/Design Engineer – A registered Professional Engineer licensed in the State of California who is qualified to act as an agent of a Project Owner or to prepare Plans for facilities to be accepted by the City of Carlsbad or the Carlsbad Municipal Water District. The term includes persons licensed in the State of California as Civil Engineers or Structural Engineers, as well as other licensed professionals like Architects and Landscape Architects.

Executive Manager – The appointed official who directs the administration of the Carlsbad Municipal Water District.

Field Book - The Agency field maps showing sewer and water facilities.

Field Order - A Field Order is a written agreement by the Engineer to compensate the Contractor for work items in accordance with 2-8, “EXTRA WORK” or 2-9, “CHANGED CONDITIONS.” A Field Order does not change the Contract Price or Contract Time or the intent of the Contract. The unused portions of the Field Orders shall revert to the Agency upon acceptance of the Work.

Final Environmental Document - The CEQA and/or NEPA document issued for the Project, such as certified environmental impact reports, mitigated negative declarations (MNDs), negative declarations, or exemptions.

Final Payment - The last payment for the Contract made to the Contractor, excluding Retention.

Float – The number of days by which an activity in the Construction Schedule may be delayed from either its earliest start date or earliest completion date without extending the Contract Time (total float). Total float belongs to the Project and to any Party to accommodate changes in the Work or to mitigate the effect of events which may delay completion.

Holiday - Holidays observed by the Agency are listed below:

Holiday	Observed On
New Year’s Day	January 1
Martin Luther King Day	3 rd Monday in January
Presidents’ Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September

Holiday	Observed On
Indigenous Peoples' Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday/Friday in November
Christmas Day	December 25

If any Holiday listed falls on a Saturday, the Saturday and the preceding Friday are both legal Holidays. If the Holiday falls on a Sunday, both Sunday and the following Monday shall be legal Holidays. **Unless specified otherwise in the Contract Documents or authorized by the Engineer,** do not work on Holidays.

Limited Notice to Proceed (LNTTP) - A written notice given from the Agency that authorizes the Contractor to start a limited amount of work that, as described in the notice, is not Construction Work.

Minor Bid Item – a single contract item constituting less than 10 percent (10%) of the original Contract Price bid.

Night Work - See Working Night.

Normal Working Hours - Unless specified otherwise, Normal Working Hours core periods shall be 8:00 AM to 4:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and Agency Holidays are excluded. For Traffic Control and Right of Way Permits, Normal Working Hours are defined as 8:30 AM to 3:30 PM, unless specified otherwise.

Notice of Completion (NOC) - A document recorded with the County of San Diego to signify that the Work has been completed and accepted by the Agency.

Party or Parties - The Agency, the Contractor, or both, their respective permitted successors or assigns, and any other future signatories to the Contract.

Plans – The drawings, profiles, cross sections, Standard Plans, working drawings, and shop drawings, or reproductions thereof, approved by the City Engineer, which show the location, character, dimensions or details of the Work.

Prime Contractor - See Contractor.

Project Inspector – the Engineer's designated representative for inspection, Contract administration and the first level for informal dispute resolution.

Project Site (Site) - Areas where the Work is performed pursuant to the Contract.

Punchlist - A list of items of Work or corrections generated after a Walk-through that is conducted when the Contractor considers that the Work and Services are complete.

Quality Control Standards and Procedures - The standards and procedures that are stated in a written manual that can be furnished to the Engineer upon request. The standards and procedures are followed by the Supplier in the production of materials supplied for the Work Site.

Red-lines - Plans with annotations of changes made during construction to reflect the actual improvements or facilities built during construction whether concealed or visible.

Retention - The amount withheld from the money due to the Contractor in accordance with 7-3.2, "PARTIAL AND FINAL PAYMENT."

Samples - Physical examples of the materials, equipment, or workmanship specified or required and which conform with the standards and specifications in the Contract Documents and by which the Work shall be evaluated.

Schedule - A Critical Path Method (CPM) schedule of construction activities and their durations to be performed during the Contract Time and prepared by the Contractor in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK," and accepted by the Engineer.

Scope of Work (SOW) - Labor, materials, equipment, facilities, and services required to be performed or provided by the Contractor to complete the entire Project or the various separately identifiable parts of the Project pursuant to the provisions of the Contract Documents.

Services - Work performed in connection with the layout, construction, testing, inspection, and commissioning of the Work or administration of the Contract and which may include professional services such as engineering, surveying, construction management and legal services that are required in accordance with the Contract Documents. Services are incidental to the Work.

Separate Contractors - Those individuals or entities that have entered into arrangements with the Agency for the provision of labor, materials, or other services in connection with the Project who are not under contract with the Contractor.

Signal Pre-Check - The procedure that the City uses to evaluate traffic signal systems prior to Signal Turn-On and generating a Punchlist.

Signal Turn-On - The day the City activates new traffic signals.

Supplemental Provisions – See Agency Supplement.

Tonne – Also referred to as “metric ton.” Represents a unit of measure in the International System of Units equal to 1,000 kilograms.

Walk-through - The procedure the Agency uses to evaluate the status of the Project and to generate a Punchlist prior to acceptance of the Work.

Work – All labor, materials, equipment, tools, and services and other requirements of the Contract Documents as modified by Change Order, whether completed or partially completed, provided or to be provided by Contractor to fulfill Contractor’s obligations. The Work may constitute the whole or a part of the Project.

Working Day - Any day within the period between the start of the Contract time as defined in Section 6-1 and the date provided for completion, or upon field acceptance by the Engineer for all work provided for in the Contract, whichever occurs first, other than:

- Saturday;
- Sunday;
- any day designated as a holiday by the Agency;
- any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association;
- any day the Contractor is prevented from working at the beginning of the workday for cause as defined in Section 6-6.1; or
- any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in Section 6-6.1.

Working Night (Night Work) - A period of nighttime work, allowed only on Sunday through Thursday, excluding Holidays.

Work Site - See Project Site (Site).

1-3 ABBREVIATIONS.

1-3.1 General.

The abbreviations are applicable to the Standard Specifications and the Special Provisions. Additional abbreviations shall be as shown on the Plans or specified in the other portions of the Contract Documents.

1-3.2 Common Usage.

ADD the following:

AML	Approved Material List
CADD	Computer Aided Design and Drafting
CA MUTCD	California Manual on Uniform Traffic Control Devices

CCT	Correlated Color Temperature
CEQA	California Environmental Quality Act.
CFR	Code of Federal Regulations
CGP	Construction General Permit
CIPM	Cured-In-Place-Manhole
CL	Centerline
CMS	Content Management System Database
CNC	Computer Numerical Control
CRI	Color Rendering Index
CSA	Canadian Standards Association
DBE	Disadvantaged Business Enterprise
DCE	Data Computer Equipment
DG	Decomposed Granite
DVBE	Disabled Veteran Business Enterprise
DWT	Detectable Warning Tiles
EOW	Engineer of Work
ESL	Environmentally Sensitive Lands
ESO	Electrical Service Orders
FRP	Fiberglass Reinforced Plastic
GFE	Good Faith Effort
GMT	Greenwich Mean Time
GPS	Global Positioning System
IDA	International Dark Sky Association
IP	Ingress Protection
LCD	Liquid Crystal Display
LD	Laser Diode
LER	Luminaire Efficiency Rating
MBE	Minority Business Enterprise
MDFT	Minimum Dry Film Thickness
MHPA	Multiple Habitat Planning Area
MH	Manhole
MIL	Military
MJ	Mechanical Joint
M&M	Maintenance and Monitoring
MMC	Mitigation and Monitoring Coordination
MOV	Metal Oxide Varistor
NA	Numerical Aperture
NC	Not Connected, Normally Closed
NEPA	National Environmental Policy Act of 1969
NEXT	Near End Crosstalk
NCHRP	National Cooperative Highway Research Program
NOC	Notice of Completion
NPDES	National Pollutant Discharge Elimination System
NTP	Notice to Proceed

OC	On Center
ODP	Open Drip Proof
OFNR	Optical Fiber Nonconductive Riser
OTDR	Optical Time Domain Reflectometer
PB	Pull Box
PCMS	Portable Changeable Message Signs
PCU	Photoelectric Control Unit
PEP	Plant Establishment Period
PIC	Polyethylene Insulated Cable
PL	Property Line
RFP	Request for Proposal
RFI	Request for Information
RPMS	Rubber Polymer Modified Slurry
SIC	Standard Industry Classification
SMS	Short Message Service
SMTP	Simple Mail Transfer Protocol
SOW	Statement of Work, Scope of Work
SOV	Schedule of Values
SPDT	Single Pole Double Throw
SSD	Surge Suppression Devices
TDR	Time Domain Reflectometer
TEES	Transportation Electrical Equipment Specifications
TFFN	Thermoplastic Flexible Fixture Wire Nylon Jacketed
TIG	Tungsten Inert Gas
UF	Underground Feeder
UPRR	Union Pacific Railroad Company
VAC	Volts AC
VPC	Vitrified Polymer Composite
WBE	Women Business Enterprise

1-3.3 Institutions.

ADD the following:

AMTRACK	American Track National Railroad Passenger Corp.
ANSI	American National Standards Institute
APCD	Air Pollution Control District – County of San Diego
AASHTO	American Association of State Highway and Transportation Officials
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
API	American Petroleum Institute
AREA	American Railway Engineering Association
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association

BNSF	Burlington Northern Santa Fe Railway
DSD	Development Services Department
FHWA	Federal Highway Administration
GRI	Geosynthetic Research Institute
IPCEA	Insulated Power Cable Engineers Association
IES	Illuminating Engineering Society (Photometric Data)
ISO	International Organization for Standardization
MTS	San Diego Metropolitan Transit System
NACE	National Association of Corrosion Engineers
NAFP	National Association of Pipe Fabricators
NCTD	North County Transit District
NEMA	National Electrical Manufacturers Association
NOAA	National Oceanic and Atmospheric Administration (Dept. of Commerce)
NFPA	National Fire Protection Association
PCI	Prestressed Concrete Institute
SANDAG	San Diego Association of Governments
SD&AE	San Diego & Arizona Eastern Railroad
SDTI	San Diego Trolley, Inc.
UL	Underwriters' Laboratories Inc.
USGS	United States Geological Survey
UPRR	Union Pacific Railroad Company

1-6 BIDDING AND SUBMISSION OF THE BID.

1-6.2 Subcontractor Listing.

ADD the following:

Each Bidder shall comply with the Chapter of the Public Contract Code including Sections 4100 through 4113. The use of Subcontractors in no way relieves the Contractor of any obligations or responsibilities under the Contract.

The following excerpts or summaries of some of the requirements of this Chapter are included below for information:

The Bidder shall set forth in the Bid, as provided in Section 4104:

“(a) 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 improvements, or a Subcontractor licensed by the State of California who, under Subcontract to the prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of 1 percent of the prime Contractor’s total Bid, or, in the case of Bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime Contractor’s total Bid or ten thousand dollars (\$10,000), whichever is greater.”

“(b) The portion of the Work which will be done by each such Subcontractor under this act. The prime Contractor shall list only one Subcontractor for each such portion as is defined by the prime Contractor in his Bid.”

If the Contractor fails to specify a Subcontractor or specifies more than one Subcontractor for the same portion of the Work to be performed under the Contract (in excess of one-half of 1 percent of the Contractor’s total Bid), the Contractor shall be qualified to perform that portion itself, and shall perform that portion itself, except as otherwise provided in the Code.

As provided in Section 4107, no Contractor whose Bid is accepted shall substitute any person as Subcontractor in place of the Subcontractor listed in the original Bid, except for causes and by procedures established in Section 4107.5. This section provides procedures to correct a clerical error in the listing of a Subcontractor.

Section 4110 provides that a Contractor violating any of the provisions of the Chapter violates the Contract and the Board may exercise the option either to cancel the Contract or assess the Contractor a penalty in an amount of not more than 10 percent of the Subcontract involved, after a public hearing.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General.

DELETE in its entirety and SUBSTITUTE with the following:

1-7.1 Standard Contract Provisions.

1-7.1.1 Successor’s Obligations.

All grants, covenants, provisions and claims, rights, powers, privileges and abilities contained in the Contract Documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor, the Agency, and the Contractor’s and the Agency’s respective heirs, executors, administrators, successors, and assigns.

1-7.1.2 Waiver of Legal Rights.

1. The Agency’s failure to insist, in any 1 or more instances, upon the performance of any provision of the Contract, or to exercise any right therein, shall not be construed as a waiver or relinquishment of such provisions or rights.
2. Any waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.
3. Any waiver the Agency issues to any provision of the Contract shall only be effective if it is agreed upon in writing by the Agency and if it is specific to the matter concerned.

1-7.1.3 Requests for Information (RFI).

1. Inquiries from the Contractor seeking clarification of the requirements of the Contract Documents shall be submitted through Procure to the Agency as a Request for

Information (RFI). Each RFI shall be consecutively numbered and accompanied by a letter of transmittal with reference to the applicable Contract specification or Plan sheet pertaining to the inquiry. Include photos or sketches as appropriate to clearly describe the inquiry. The Contractor shall allow a minimum of 10 Working Days for review of RFIs.

1-7.1.4 Assignment to Awarding Body.

1. In accordance with subdivision (b) of Public Contract Code Section 7103.5, the Contractor and the Contractor's Subcontractors shall conform to the following requirements:
 - a. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or the Contractor's Subcontractor offer and agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.
 - b. This assignment shall be made and become effective at the time the awarding body tenders to the Contractor, without further acknowledgment by the Parties.

1-7.2 Contract Bonds.

ADD the following:

1. Before execution of the Contract, the Bidder shall file surety bonds with the Agency to be approved by the Board in the amounts and for the purposes noted below. Bonds issued by a Surety, who is authorized to issue bonds in California, and whose bonding limitation shown in the circular is enough to provide bonds in the amount required by the Contract shall be deemed approved unless specifically rejected by the Agency. Bonds from all other sureties shall be accompanied by all documents enumerated in Code of Civil Procedure Section 995.660 (a). The Bidder shall pay all bond premiums, costs, and incidentals.
2. Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.
3. The faithful performance/warranty bond will be reduced to 25 percent of the original amount 30 Calendar Days after recordation of the Notice of Completion and will remain in full force and effect for the 1-year warranty period and until all warranty repairs are completed to the satisfaction of the Engineer. The bond to secure payment of laborers and materials suppliers shall be released 6 months plus 30 Calendar Days after recordation of the Notice of Completion if all claims have been paid.
4. All bonds are to be placed with a Surety insurance carrier admitted and authorized to transact the business of insurance in California and whose assets exceed its liabilities in an amount equal to or in excess of the amount of the bond. The bonds are to contain the following documents:
 - a. An original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
 - b. A certified copy of the certificate of authority of the insurer issued by the insurance commissioner.

5. If the Bid is accepted, the Agency may require a financial statement of the assets and liabilities of the Surety for the quarter calendar year preceding the date of the execution of the bond. The financial statement shall be made by an officer's certificate as defined in Corporations Code Section 173. In the case of a foreign Surety, the financial statement may be verified by the oath of the principal officer or manager residing within the United States.
6. If the Surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, immediately notify the Engineer; and immediately substitute another bond and Surety acceptable to the Agency.
7. The Contractor shall require the Surety to mail its standard "Bond Status" form to the Agency.

ADD the following section:

1-7.2.1 Payment.

1. If enumerated in the Contract Documents, the Bid item for "Bonds (Payment and Performance)" includes full compensation for actual costs of payment and performance bonds. The Contractor may submit a request for payment of actual invoiced costs up to the Bid amount, but not to exceed 2.5% of the Contract Price, no less than 10 Working Days after the award of the Contract.
2. If enumerated in the Contract Documents, if the Bid item for "Bonds (Payment and Performance)" exceeds actual invoiced costs, any such differential amount up to the Bid amount shall be paid as a part of the Final Payment.

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE.

ADD the following:

1. Where approval or acceptance by the Agency is required, only a general Agency approval is required. However, such approval does not relieve the Contractor from the Contractor's responsibility for complying with all applicable laws, codes, and best industry practices. Contractor has its obligation to fulfill all conditions of the Contract.
2. In accordance with the provisions of California Law, the Contractor shall possess or require the Contractor's Subcontractor(s) to possess valid appropriate license(s) for the Work being performed as conveyed in the Bidding Documents.

2-2 PERMITS.

DELETE in its entirety and SUBSTITUTE with the following:

2-2 PERMITS, FEES, AND NOTICES.

1. The Contractor shall obtain and pay for all business taxes, business licenses, permits, and fees required for constructing the Project and licenses and inspections necessary for the proper execution and completion of the Work, unless specified otherwise in the Contract Documents and as referenced in Section 01 41 26.
 - a. To the extent that there is a change in the type or cost of any of such permits, fees, licenses, or inspection occurring after Award of Contract, there shall be an equitable adjustment in the Contract Price on account of such change under the Extra Work provisions.
 - b. The Contractor shall comply with and give notices required by applicable laws. The Contractor is not entitled to damages or additional payment for delays attributable to the acquisition of permits.
 - c. The Contractor shall pay the Agency for regulatory fees, fines, or penalties imposed on the Agency arising from the Contractor's failure to complete the Work in accordance with the Contract Documents.
2. Contractor shall not begin work until all permit's incidental to the Work are obtained. This includes, and is not limited to, encroachment, right-of-way, grading and building permits necessary to perform Work for this Contract on Agency property, streets, or other rights-of-way. Permits for night work, overload, blasting, demolition, and disposal of all materials removed from the Project are also Contractor's responsibility.
3. The Contractor shall obtain and pay for all permits for the disposal of all materials removed from the Project. The cost of the permit(s) shall be included in the price Bid for the appropriate Bid item and the Agency shall not pay additional compensation for Contractor to obtain such permits and as described in Section 01 41 26.
4. Permits shall be maintained in valid status until acceptance of the Work by the Agency.
5. The Contractor shall submit a copy of permits, registration documents and/or notices to the Engineer in accordance with 3-8.

2-2.2 County of San Diego Air Pollution Control District (APCD).

Diesel-engine driven generators, pumps, or other equipment regulated by air pollution control authorities shall have a valid permit or registration in accordance with the California Air Resources Board and the San Diego County Air Pollution Control District (SDAPCD) regulations prior to mobilization to the site.

The Contractor shall pay for and secure an “Authority to Construct” permit from the SDAPCD prior to construction.

- a. The Contractor shall forward the original copy of the “Construction Completion Notice” to the Engineer upon completion of construction and successful start up-testing.
- b. The Contractor shall arrange and pay for inspection as required by SDAPCD.

2-3 RIGHT-OF-WAY.

ADD the following:

1. The Contractor shall coordinate access to private property with the property owners and the timing of accessing private property when the Agency has already obtained rights of entry. Unless otherwise provided, the Contractor shall coordinate, pay for, and assume all responsibility for acquiring using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the Agency harmless from all claims for damages caused by such actions. The Contractor shall protect any private and public improvements.

2-4 COOPERATION AND COLLATERAL WORK.

ADD the following:

1. The Contractor shall coordinate and cooperate with all the utility companies during the mark-out and locating of their lines or during their relocation or construction, if necessary. The Contractor may be granted a time extension if, in the opinion of the Engineer, a delay is caused by the utility company. No additional compensation will be made to the Contractor for any such delay.
2. If work to be performed by the Agency or its separate Contractors is not shown or specified in the Contract Documents, the Engineer shall notify the Contractor in writing 10 Working Days prior to the start of such work and make available Plans or Specifications for work to be performed by others that may be pertinent to Contractor’s Work. If Contractor determines that the work to be performed by the Agency or its separate Contractors may interfere with or cause damage or delays to Contractor’s Work, notify the Engineer in writing within 3 Working Days of the Engineer’s notice. The Contractor shall diligently pursue with the Engineer resolution of potential conflicts with the work of others.
3. The Contractor shall prepare and submit to the Engineer for approval a plan and schedule to integrate the work of Contractor or its Subcontractors, Agency or the work of others. The plan shall conform to the tasks identified in the Construction Schedule and identify additional tasks as necessary and the sequencing of interrelated activities.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

2-5.2 Temporary Utility Services.

ADD the following:

1. The Contractor shall furnish, install, maintain, and remove all temporary utility services, such as light, power, electrical, gas, and water, at its own expense for construction and maintenance activities until acceptance of Work. These include piping, wiring, lamps, and a 250-KW backup generator and other equipment necessary for the Work.
2. The Contractor shall obtain a construction meter for water used for the construction, testing, disinfection and flushing of new water or sewer facilities, vegetation establishment and maintenance, site maintenance, landscaping, cleanup, and all other work requiring water. The Contractor shall contact the water agency that serves the Project Site for requirements.
3. The Contractor shall pay all costs of temporary light, power and water including hookup, service, meter, and any, and all, other charges, deposits and/or fees. The costs shall be considered incidental to the items of Work that they are associated with and no additional payment will be made for them.
4. The Contractor shall obtain necessary permits and pay associated fees from the County APCD to furnish and operate the temporary backup generator. Refer to the technical specifications for further requirements regarding the temporary backup generator.

2-5.4 Haul Routes.

DELETE in its entirety and SUBSTITUTE with the following:

1. Haul routes shall be determined by the Contractor and permit shall be submitted to the City for approval. See 2-2 Permits, Fees and Notices.

2-6 CHANGES REQUESTED BY THE CONTRACTOR.

ADD the following:

1. Any plan or method of work suggested to the Contractor by the Agency, but not specified or required by the Contract or Change Order, which is adopted or followed by the Contractor in whole or in part shall be done at the Contractor's sole risk and responsibility.
2. The Contract Price is not subject to adjustment for any type of tax increases after the Award.

ADD the following:

2-6.1 Cost Reduction Proposal.

1. The Contractor 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, quality, desired appearance, or design and safety standards.
3. The following information must be included 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 act on the cost reduction proposal.
 - e. The Contract items of Work affected by the proposed changes, including any quantity variation attributable thereto.
4. This subsection does not require the Engineer to consider any cost reduction proposal. The Agency shall not be liable to the Contractor for not approving or acting upon any cost reduction proposal the Contractor submitted nor for any delays to the Work attributable to the cost reduction proposal.
 5. If a cost reduction proposal is similar to the information included in the Contract Documents or adopted by the Agency after the advertisement and prior to Award of the Contract, the Engineer will not accept such proposal and reserves the right to make such changes without compensation to the Contractor under the provisions of this subsection.
 6. The Contractor 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.
 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 Agency 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 Agency reserves the right to require the Contractor to share in the Agency's costs of investigating the Contractor's cost reduction proposal. When this is required, the Contractor shall indicate the Contractor's acceptance in writing allowing the Agency to deduct amounts payable to the Contractor.
 9. If the Engineer accepts the Contractor's 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 Agency 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 the Contractor in the Change Order is full compensation for the cost reduction proposal and the performance of the Work.
 13. The Agency expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the Agency when it determines that the 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 Agency.
15. Subject to the provisions contained in the Contract, the Agency 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 the Contractor.
16. The Contractor 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:

1. Unless expressly set forth in writing in a Change Order signed by the Agency and the Contractor, changes initiated by the Agency shall not be construed as the Agency directing the Contractor's means-and-methods in the execution of the Work.

2-7.2 Payment-Contract Unit Prices.

1. If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the Work from that shown on the Plans or specified in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.
2. If the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications varies from the Bid quantity by 50 percent or less, payment will be made at the Contract Unit Price. If the actual quantity of the item of work varies from the Bid quantity by more than 50 percent, payment will be made per Section 2-7.3 or 2-7.4 as appropriate.
3. If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the Work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per Section 2-7.6.

2-7.3 Payment – Increases of More than 50 Percent.

1. Should the actual quantity of an item of Work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than 50 percent, payment for the quantity in excess of 150 percent of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work per Section 2-8. The Extra Work per Section 2-8, basis of payment, shall not include fixed costs. Fixed costs shall be deemed to have been recovered by the Contractor through payment for 150 percent of the Bid quantity at the Contract Unit Price.

2-7.4 Payment – Decreases of More than 50 Percent.

Should the actual quantity of an item of Work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than 50 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. If the Contractor so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work per Section 2-8; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for 50 percent of the Bid quantity at the Contract Unit Price.

2-7.5 Stipulated Unit Prices.

Stipulated Unit Prices are unit prices established by the Agency in the Contract Documents as distinguished from Contract Unit Prices submitted by the Contractor. Stipulated Unit Prices may be used for the adjustment of Contract changes when so specified in the Supplemental General Provisions.

2-7.6 Agreed Prices.

Agreed Prices are prices for new or unforeseen Work, or adjustments in Contract Unit Prices per Section 2-7.2, established by mutual agreement between the Contractor and the Agency. If mutual agreement cannot be reached, the Engineer may direct the Contractor to proceed on the basis of Extra Work in accordance with Section 2-8, except as otherwise specified in Sections 2-7.3 and 2-7.4.

2-7.7 Schedule of Values.

Before construction, Contractor shall provide a schedule of values in accordance with Section 3-8 for all lump-sum Bid items that shall be used for the purpose of progress payments. The prices shall be valid for the purpose of partial payments and Change Orders to the Project.

2-7.8 Eliminated Items.

Should any Bid item be eliminated in its entirety, payment will be made to the Contractor for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination. If material conforming to the Plans and Specifications is ordered by the Contractor for use in the eliminated item prior to the date of notification of elimination by the Engineer, and if the order for that material cannot be canceled, payment will be made to the Contractor for the actual cost of the material. In this case, the material shall become the property of the Agency. Payment will be made to the Contractor for its actual costs for any further handling. If the material is returnable, the material shall be returned, and payment will be made to the Contractor for the actual cost of charges made by the supplier for returning the material and for handling by the Contractor. Actual costs, as used in this Agency Supplement, shall be computed on the basis of Extra Work per Section 2-8.

2-8 EXTRA WORK.

ADD the following:

1. New or unforeseen Work will be classified as “Extra Work” when the Engineer determines that it is not covered by Contract Unit Prices or stipulated unit prices.
2. Any request by the Contractor for Extra Work shall be in writing to the Engineer and shall include itemized estimates and in accordance with Section 7-4. The Contractor shall fully itemize the Extra Work cost estimates such as labor and payroll costs, quantities, crew composition, production rates, material costs, Subcontractor and Supplier costs, equipment costs, supplemental costs, and time impact.

2-9 CHANGED CONDITIONS.

ADD the following:

The Contractor shall promptly notify the Engineer of the following Work Site conditions (“Changed Conditions”), in writing, upon their discovery and before they are disturbed:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract;
 - a) Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
 - b) differing from that represented in the Contract which the Contractor believes may be hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

The Engineer will promptly investigate conditions which appear to be Changed Conditions. If the Engineer determines that conditions are Changed Conditions and they will materially affect performance time, the Contractor, upon submitting a written request, will be granted an extension of time subject to Section 6-4.2.

If the Engineer determines that the conditions do not justify an adjustment in compensation, the Contractor will be notified in writing. This notice will also advise the Contractor of its obligation to notify the Engineer in writing if the Contractor disagrees.

The Contractor’s failure to give notice of Changed Conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection with them.

1. The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a Change Order, or for the occurrence of any event or other cause, unless the Contractor shall have first given the Engineer written notice of potential claim as specified in this Section 2-9. Compliance with this section shall not be required as a prerequisite to notice provisions in Section 6-4.2(4) Extensions of Time, nor to any claim that is based on differences in measurement or errors of computation as to Contract quantities.
2. The Contractor shall provide the Agency with a written document containing a description of the particular circumstances giving rise to the potential claim, the reasons for which the Contractor believes additional compensation may be due and the nature of any and all costs

involved within 20 Working Days of the date of service of the written notice of potential claim for Changed Conditions. Verbal notifications will not be accepted.

3. The potential claim shall include the following certification relative to the California False Claims Act, Government Code Sections 12650-12656.

“The undersigned certifies that the above statements are made in full awareness of the California False Claims Act, Government Code Sections 12650-12656. The undersigned further understands and agrees that this potential claim, unless resolved, must be restated as a claim in response to the Agency’s proposed final estimate for it to be further considered.”

By: _____ Title: _____

Date: _____

Company Name: _____

4. The Contractor’s estimate of costs may be updated when actual costs are known. The Contractor shall submit proof of its actual costs to the Engineer within 20 Working Days after the affected Work is completed. Failure to do so shall be cause to deny any later-filed claim regarding a potential claim described in this Section 2-9.
5. The intent of this Section 2-9 is to have differences between the parties arising under the Contract brought to the attention of the Engineer at the earliest possible time so that such matters can be settled, if possible, or other appropriate action promptly taken.
6. The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a Change Order, or for the occurrence of any event or other cause, unless the Contractor shall have first given the Engineer written notice of potential claim as specified in this section. Compliance with this section is not a prerequisite to notice provisions in “6-4.2 Extensions of Time”, nor to any claim that is based on differences in measurement or errors of computation as to Contract quantities. The Contractor’s failure to give written notice of potential claim for changed conditions to the Agency upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

2-10 DISPUTED WORK.

ADD the following subsections:

2-10.1 Potential Claims and Claims.

1. A Potential Claim and Claim is a written demand by the Contractor that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any Contract provision. A voucher, invoice, or other routine request for payment is not a Potential Claim or Claim.
2. A Potential Claim shall conform to these specifications and may be considered after the Agency has previously denied a request by the Contractor for a Change Order seeking the demanded relief.

3. The Contractor shall submit a Potential Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Potential Claim shall seek all relief to which the Contractor asserts the Contractor is entitled as a result of the event(s) giving rise to the dispute. The Contractor's failure to process a Potential Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Potential Claims are subject to 6-10, "Right to Audit."
4. The Contractor shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The Agency's Potential Claims process specified in the Agency Supplement shall not relieve the Contractor of the Contractor's statutory obligations to present Claims prior to any action under the Government Code.
6. Except for those final payment items disputed in the written statement required in Section 7-3.2, all Potential Claims of any dollar amount shall be submitted in a written statement by the Contractor no later than the date of receipt of the final payment estimate. Those final payment items disputed in the written statement required in Section 7-3.2 shall be submitted no later than 30 Calendar Days after receipt of the Final Payment estimate. No Potential Claim will be considered that was not included in this written statement, nor will any Potential Claim be allowed for which written notice or protest is required under any provision of this Contract, including Sections 2-9 Changed Conditions, 2-10 Disputed Work, 4-1(22) Protection, 6-4.4 Written Notice and Report, or 6-4.2(4) Extensions of Time, unless the Contractor has complied with notice or protest requirements.
7. The Engineer will consider Contractor's filed Potential Claims, which must be detailed enough so the Engineer can determine the basis and amount of the Potential Claims. Contractor shall provide the Engineer additional information to determine the facts or contentions involved in a Potential Claim if requested by the Engineer. If additional information is needed, Contractor must provide Engineer with this information within a reasonable time of being asked for additional information. Failure to submit such information and details will be sufficient cause for denying the Claims.
8. Payment for Potential Claims shall be processed by the next payment application of their resolution for those Potential Claims approved by the Engineer. The Contractor shall proceed with informal dispute resolution under Section 2-10, Disputed Work, for those Potential Claims remaining in dispute.

2-10.1.1 Initiation of Potential Claim.

1. A Potential Claim is a written demand by the Contractor that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision of the Contract. A voucher, invoice, payment application or other routine request for payment is not a Claim. A Claim shall conform to these specifications and may be considered after the City has previously denied a request from the Contractor for a Change Order seeking the demanded relief. The Contractor shall, consistent with 2-10.1.2, give the Agency written notice of Claim prior to commencing any Disputed Work. Failure to give the notice shall constitute a waiver of all Claims in connection with the Disputed Work. If the Contractor and the Agency are unable to

reach agreement on Disputed Work, the Agency may direct the Contractor to proceed with the Work and such direction shall not be construed as the Agency directing the Contractor's mean-and-methods in the execution of the Work. After the Agency has rejected a Change Order request and prior to proceeding with dispute resolution pursuant to the Public Contract Code, applicable provisions of which are specified below, the Contractor shall attempt to resolve all disputes informally through the following dispute resolution chain of command:

- i. Project Inspector
 - ii. Construction Manager
 - iii. Deputy City Engineer/Engineering Manager
 - iv. City Engineer
 - v. City Manager or Executive Manager
2. Consistent with Section 2-10.1.2, the Contractor shall submit a complete report within 20 Working Days after completion of the Disputed Work stating its position on the Potential Claim, the contractual basis for the Potential Claim, along with all documentation supporting the costs, Contract Time, and all other evidentiary materials. At each level of Potential Claim or appeal of Potential Claim the Agency will, within 10 Working Days of receipt of the Potential Claim or appeal of Potential Claim, review the Contractor's report and respond with a position, request additional information or request that the Contractor meet and present its report. When additional information or a meeting is requested the Agency will provide its position within 10 Working Days of receipt of the additional information or Contractor's presentation of its report. The Contractor may appeal each level's position up to the City Manager or Executive Manager for Potential claims after which the Contractor may proceed under the provisions of the Public Contract Code. The Agency's failure to state a position or otherwise respond to a Potential Claim within the timeframes set forth above shall be deemed a rejection of the Potential Claim by the Agency.
 3. The authority within the dispute resolution chain of command is limited to recommending a resolution to a Potential Claim to the City Manager for the City of Carlsbad or Executive Manager for the Carlsbad Municipal Water District. Actual approval of the Potential Claim is subject to the Change Order provisions in the Contract.
 4. Any remaining Potential Claims not resolved by the informal dispute resolution process described above shall be resolved in accordance with Public Contract Code Section 9204, the relevant portion of which is included below:

(d)(1)(A) Upon receipt of a Claim pursuant to this section, the public entity to which the Claim applies shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Claimant a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, a public entity and a Contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The Claimant shall furnish reasonable documentation to support the Claim.

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

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

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

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

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

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

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

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

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

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

(e) The text of this section or a summary of it shall be set forth in the Plans or Specifications for any Public Works Project that may give rise to a Claim under this section.

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

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

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

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

In addition, all Claims by Contractor for \$375,000 or less shall be resolved in accordance with the procedures in the Public Contract Code Section 20104 *et seq.*, applicable provisions of which are included below:

20104.2 For any Claim subject to this article, the following requirements apply:

(a) The Claim shall be in writing and include the documents necessary to substantiate the Claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of Claims.

(b)(1) For Claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written Claim within 45 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the local agency may have against the Claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the Claimant.

(3) The local agency's written response to the Claim, as further documented, shall be submitted to the Claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Claimant in producing the additional information, whichever is greater.

(c)(1) For Claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written Claims within 60 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the local agency may have against the Claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the Claimant.

(3) The local agency's written response to the Claim, as further documented, shall be submitted to the Claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the Claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the Claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the Claim or any portion remains in dispute, the Claimant may file a Claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Claimant submits his or her written Claim pursuant to subdivision (a) until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort Claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort Claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4 The following procedures are established for all civil actions filed to resolve Claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(b) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6 Payment on undisputed portion of Claim; interest on arbitration awards or judgments:

(a) No local agency shall fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

5. Although not to be construed as proceeding under Extra Work provisions, the Contractor shall keep and furnish records of disputed Work in accordance with Section 2-10.

2-10.1.2 Potential Claim Certification Submittal.

1. If the Contractor's Potential Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Potential Claim an affidavit certifying the following:
 - a. The Potential Claim is made in good faith and covers all costs and delays to which the Contractor is entitled as a result of the event(s) giving rise to the Potential Claim.
 - b. The amount Claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which the Contractor believes the Contractor is entitled.

- c. All supporting costs and pricing data are current, accurate, and complete to the best of the Contractor's knowledge. The Contractor shall supply a cost breakdown per item of Work.
- d. The Contractor shall ensure that the affidavit is executed by an official who has the authority to legally bind the Contractor.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE.

ADD the following:

1. If Contractor fails to satisfy the provisions requiring the Contractor to complete Work amounting to at least 50 percent of the Contract price with its own organization unless stipulated otherwise in the Contract Documents, the Agency may at its sole discretion elect to cancel the Contract or deduct an amount equal to 10 percent of the value of the Work performed in excess of 50 percent of the Contract Price by other than the Contractor's own organization. The Board shall be the sole body for determination of a violation of these provisions. In any proceedings under this section, the Contractor, or prime Contractor, shall be entitled to a public hearing before the Board and shall be notified 10 Calendar Days in advance of the time and location of the hearing. The determination of the Board shall be final.

3-3 SUBCONTRACTORS.

ADD the following:

1. The Contractor shall incorporate these Specifications in the Contractor's subcontracts for the work being performed by the Contractor's Subcontractor.
2. The Contractor shall obtain or require that each Subcontractor obtains insurance policies in accordance with 5-4, "INSURANCE" which shall be kept in full force and effect for the duration of the Contract and in any attached supplemental agreements.
3. In any dispute between the Contractor and the Contractor's Subcontractors, the Agency shall not be made a party to any judicial or administrative proceeding to resolve the dispute.
4. The Contractor shall ensure that the Contractor's Subcontractors are appropriately licensed for the duration of the work that is performed under the Subcontracts in accordance with 2-1, "WORK TO BE DONE." If a Subcontractor is not properly licensed, the Contractor shall cease payment to the Subcontractor for all work performed when the Subcontractor was not properly licensed. The Contractor shall return to the Agency any payment the Contractor made to a Subcontractor for work performed when the Subcontractor was not licensed.
5. Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their work.
6. Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.
7. Before the work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement showing the Work to be subcontracted giving the name and business of each Subcontractor and description and value of each portion of the Work to be so subcontracted. This submittal will confirm the Subcontractor's commitments in the Bid.
8. Refer to the technical specifications for minimal qualifications, necessary work experience, certifications, and performance requirements for specific portions of the work.

3-4 AUTHORITY OF THE ENGINEER.

ADD the following:

1. The Engineer shall be the single point of contact and shall be included in all communications between Contractor and any Agency representative.

3-5 INSPECTION.

ADD the following:

1. Contractor shall make available to the Engineer accurate books and accounting records regarding all its activities. Contractor shall contractually require all Subcontractors to this Contract to do the same. The Engineer shall have access to the Contractor's, and any Subcontractors documents described in this Section 3-5(1) within San Diego County. The Engineer shall have the right to monitor, assess, and evaluate Contractor's and its Subcontractor's performance pursuant to this Contract. The Engineer's monitoring, assessments, and evaluations will include, but shall not be limited to, audits, inspection of premises, reports, contracts, subcontracts and interviews of Contractor's staff and the staff of all Subcontractors to this Contract. Upon reasonable advance notice, Contractor shall make available to the Engineer for examination, all of its, and all Subcontractors to this Contract, records with respect to all matters covered by this Contract. Contractor shall also permit the Engineer to audit, examine, copy and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Any inspection described in this Section 3-5(1) shall occur as often as the Engineer deems necessary and during normal business hours. However, any such inspection shall not unreasonably interfere with Contractor's ongoing business operations. Contractor and all Subcontractors to this Contract shall maintain such data and records for as long as may be required by applicable laws and regulations.
2. The Agency may utilize consultants to assist the Engineer during construction in observing the Contractor's performance. The consultant shall be the Agency's Representative on the Site assisting the Engineer and must not be confused with a building inspector with the Agency or with a Special Inspector.
3. The Agency may utilize a Special Inspector for inspection of specialty work and materials, whose costs the Agency will pay for unless the Contractor fails inspection. If inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall pay for all corrective measures deemed necessary by the Engineer and also pay the cost of the Agency's subsequent re-inspection and re-testing.
4. Inspections required by codes or ordinances are the Contractor's responsibility.
5. The Contractor's quality control testing and inspections are the Contractor's responsibility. Contractor shall coordinate and schedule all inspections and tests. The Contractor shall give the Engineer notice of tests and inspections made by others. At least 5 Working Days of notice shall be given for offsite inspections. The Contractor shall wait until the Engineer has responded and agreed to Contractor's schedule before scheduling test or inspections.
6. The Agency shall schedule any inspections and tests as the Agency deems necessary to ensure the Work is accomplished in accordance with the requirements of the Contract Documents (other than inspections for work performed in accordance with a permit). The Contractor is responsible for the inspection of all Work performed in accordance with the Contract Documents.

7. Contractor shall provide access in accordance with Cal-OSHA Standards as necessary.
8. Contractor shall remove and replace any items of Work performed without the required permit or inspection. For required subsequent inspection, the Contractor shall remove and replace Work at the discretion of Engineer at no additional cost to the Agency. Inspection of the Work does not relieve the Contractor of full compliance with the Contract Documents.
9. Contractor shall not conceal the Work prior to inspection, testing, or approval required by the Contract Documents, the Engineer's prior written request, or by other agencies. If any item of Work is done prior to obtaining the required approvals when requested by the Engineer, Contractor shall expose the Work for inspection, testing, and/or approval. Upon successful completion of the inspection, testing, or approval, the Contractor shall proceed with the Work. The Contractor shall bear all direct and indirect costs and damages of such uncovering and re-covering and shall not be entitled to an increase in the Contract Price or the Contract Time, unless the Contractor has given the Engineer and any other affected agencies written notice of the Contractor's intention to cover the Work and the Engineer has not acted in response to such notice.
10. When specified, Contractor shall make arrangements for tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Engineer, or with the appropriate public authority. The payment for such tests, inspections, and approvals are included in the Contract Price.
11. Unless specified otherwise, the Contractor shall pay the cost of inspections and tests. If inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Engineer and the cost of the Agency's subsequent re-inspection and re-testing.
12. The Contractor shall, at no charge to the Agency, provide copies of all records in the Contractor's or Subcontractor's possession pertaining to the Work that the Engineer may request.

3-6 THE CONTRACTOR'S REPRESENTATIVE.

ADD the following:

1. Both the representative and alternative representative shall be the Contractor's employees and shall not be assigned to a Subcontractor unless otherwise approved by the Agency in writing.
2. The Contractor's Project team shall attend scheduled construction meetings as required by the Engineer. If any of Contractor's staff cannot attend, the Contractor shall notify the Engineer a minimum of 24 hours in advance, prior to the start of the scheduled meeting.
3. The payment for the Contractor's attendance at Project meetings is included in the Contract Price. The Engineer shall deduct costs assessed to the Contractor for not attending the meetings from the monthly progress payment via Change Order.
4. The Contractor's Representative shall possess the following minimum qualifications and experience:
 - a. At least five years of verifiable experience in a superintendent capacity for projects that are similar in scope and cost to the projects identified in the Bidder Information and Experience Form (00 43 40), and successful completion of at least two projects

similar in scope to the Work of this Contract with values over \$2,000,000. The Contractor shall be responsible for submitting verifiable experience records.

3-7 CONTRACT DOCUMENTS.

3-7.1 General.

ADD the following:

1. Specifications and Plans are divided into groups by engineering discipline for the Agency's convenience. These divisions are not for the purpose of apportioning the Work or responsibility for the Work among Subcontractors and Suppliers.
2. The Contractor shall supply any Work that may reasonably be inferred from the Specifications or Plans as being required to produce the intended result whether or not it is specifically called for, at no additional cost to the Agency.
3. If referenced documents have been discontinued or updated by the issuing organization, the replacement documents issued or otherwise identified by that organization shall be used or, if there are no replacement documents, the last version of the document before it was discontinued.
4. Scaled dimensions on Contract Documents are approximate. Before ordering materials or commencing the Work, the Contractor shall measure the Site for proper size and fit and verify dimensions and quantities by taking measurements in the field. The Contractor shall be responsible for their accuracy.
5. The Contractor shall verify any conditions affecting the cost of the Work through a reasonable examination of the Work Site prior to submitting the Bid.
6. Existing improvements visible at the Work Site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed, and disposed of by the Contractor.
7. The Plans, Specifications, and other Contract Documents shall govern the Work. The Contract Documents are intended to be complementary and cooperative. Anything specified in the Specifications and not shown on the Plans or shown on the Plans and not specified in the Specifications, shall be as though shown on or specified in both.
8. The Contractor shall ascertain the existence of any conditions affecting the cost of the Work through a reasonable examination of the Work Site prior to submitting the Bid.
9. Existing improvements visible at the Work Site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed, and disposed of by the Contractor.
10. The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer. The Contractor shall ascertain the existence of any conditions affecting the cost of the Work through reasonable examination of the Work site prior to submitting the Bid.

3-7.2 Precedence of the Contract Documents.

DELETE in its entirety and REPLACE with the following:

- A. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence, and most recent in edition, shall control. The order of precedence, from highest to lowest, shall be as follows:
 1. Permits (issued by jurisdictional regulatory agencies including environmental documents).
 2. Change Orders and supplemental agreements; whichever occurs last.
 3. Contract Addenda, whichever occurs last.
 4. The signed written Contract.
 5. Special Provisions.
 6. City of Carlsbad Engineering Standards (including City of Carlsbad and Carlsbad Municipal Water District Specifications, Standard Drawings and modifications to the San Diego Area Regional Standard Drawings).
 7. Technical Specifications.
- B. Bid/Proposal.
 1. Detailed Drawings govern over general Drawings.
 2. Project Plans.
 3. Agency Supplemental General Provisions (Section 00 73 00).
 4. Agency Supplemental Technical Provisions (Section 00 74 00).
 5. Standard Plans
 - i. San Diego Area Regional Standard Drawings.
 - ii. Traffic Signal Design Guidelines and Standards.
 - iii. State of California Department of Transportation Standard Plans.
 - iv. California Manual on Uniform Traffic Control Devices (CA MUTCD).
 6. "Greenbook" (Standard Specifications for Public Works Construction).
 7. Reference Specifications.
 8. Manufacturer's Installation Recommendations.
- C. When additional small business/minority/women-owned/veteran or other special requirements by funding sources are included in the Contract Documents, the funding source's requirements shall govern.
 1. With reference to the Drawings, the order of precedence shall be as follows: Figures govern over scaled dimensions.
 2. Detail Drawings govern over general Drawings.
 3. Addenda and Change Order Drawings govern over Plans.
- D. Plans govern over Standard Drawings. When a conflict exists between the ADA requirements of Title 24, and the Agency Supplemental Provisions, the most restrictive requirement shall be followed.

ADD the following subsection:

3-7.3 Red-lines and Record Documents.

3-7.3.1 General.

1. The Contractor shall, at no charge to the Agency, provide copies of all records in the Contractor's or Subcontractor's possession pertaining to the Work that the Engineer may request.

2. The Contractor shall keep the Red-lines current with entries checked by the Engineer before the Work is covered. Contractor's failure to update and deliver Red-lines information monthly to the Engineer for review and approval may result in the withholding of monthly progress payments.
3. The Contractor shall note the source identification, such as RFI numbers and Change Order numbers, as required identifying the source of the change to the Contract Documents.
4. The Contractor shall deliver the Red-lines to the Engineer upon completion of the Construction Work.
5. The Contractor shall legibly annotate a full-size set of Plans daily, in red ink, to record additions, deletions or changes to the Work and changes in location, elevation or character of the Work not otherwise shown or noted in the Contract Documents. This "redline" set of drawings shall be kept on the Job Site, shall be used only as a record set. Contractor shall immediately give written notice of any conflicts between these documents to the Engineer.
6. The draft final red line set shall be submitted to the Engineer within five (5) Calendar Days of the final walk-through meeting. The Contractor shall review the redline changes with the engineer during this meeting. The engineer will provide submittal review transmittal noting if the red line set has been accepted or requires revision. The Contractor shall revise per the requested changes and corrections noted and resubmit within ten (10) calendar days upon receipt of the submittal review transmittal.
7. As-built information shall represent field measurements, approved Shop Drawings, Working Drawings, samples, product data, and other pertinent data discovered during the performance of the Work. The Contractor shall note the source of the change such as RFI or Change Order numbers, as required. The Contractor shall clearly record additions or changes in the Work and depth of underground facilities by dimensioning from 2, known, fixed points.
8. Payment for Record Drawings and Documents shall be included in the various Bid items and no additional payment will be made therefor.

3-7.3.2 Asset Specific Red-lines.

1. Irrigation System Red-lines: Red-lines shall clearly record by dimension from 2 known fixed points and by depth of underground facilities all deviations, modifications, and changes in the Work. Records, deviations, modifications, and changes on the day the Work is performed shall reflect the actual Work location and shall be marked in red at the scale of the Plan sheet on which they are recorded. Red-lines shall show any changes to the Plans for the equipment locations and associated information for the following:
 - a. Potable water mainline and size
 - b. Water Meter - Size, type of water (potable or reclaimed), and water meter address.
 - c. Backflow Device - Size, available static pressure in psi, the psi and flow in gallons per minutes for which the irrigation system is designed, and device serial number.
 - d. Master Control Valve.
 - e. Flow Sensor.
 - f. Pressure Regulator Valve.

- g. Isolation Valves.
 - h. Remote Control Valves - Size, irrigation controller, valve station number, and flow demand in gallons per minute.
 - i. Quick Coupling Valves and Size.
 - j. Electrical Meter, including meter address.
 - k. Remote Control Valve Wiring.
 - l. Communication Cables.
 - m. Pull Boxes.
 - n. Rain Shut Off Switch.
 - o. Electrical lines from electrical meter to irrigation controller, including the power disconnect switch.
 - p. Irrigation Mainline and Size.
 - q. Irrigation Lateral Line and Size.
 - r. Irrigation Sleeves and Size.
 - s. Irrigation Controller - Location, number of stations, identifying call-out.
 - t. Irrigation sprinkler heads which have been added or deleted from the approved Plans. Changes in manufacturer nozzle size shall be noted on the red-lined Drawings including operating pressure, gallons per minute, and radius of throw.
2. Re-vegetation Red-lines:
- a. Within 4 weeks of the end of the Plant Establishment Period, as determined and accepted by the Project Biologist or Landscape Architect, furnish and submit to the Engineer 1 full scale Red-lines set showing field changes to grade, erosion control, and seeding for the re-vegetated areas.
3. Utility Red-lines: Utility Red-lines shall show any changes from the Plan for the following:
- a. Horizontal and vertical bends
 - b. Changes in pipe material or pressure class
 - c. Isolation valves
 - d. Insulating joints
 - e. Blow off valves by stationing and offsets.
 - f. Air vacuum valves by stationing and offsets.
 - g. Water and recycled water meter boxes replaced.
 - h. Water sampling stations
 - i. Cathodic test stations
 - j. Locations of all sewer laterals and cleanouts.
 - k. Items abandoned in place following dewatering operation.
4. Building Red-lines: Building Red-lines shall show any changes from the Plans for the following:
- a. Location by dimension and the depth by elevation of underground lines, valves, plugged tees, and capped ends.
 - b. By dimension or scale Plans, wiring, conduits, and pull boxes as installed.
 - c. Information necessary to maintain and service concealed items of Work.

- d. Dimensional changes to the Drawings.
 - e. Revisions to details shown on the Drawings.
 - f. Depths of foundations below the first floor.
 - g. Locations and depths of underground utilities.
 - h. Revisions to the routing of piping and conduits.
 - i. Revisions to electrical circuitry.
 - j. Actual equipment locations.
 - k. Duct size and routing.
 - l. Locations of concealed internal utilities.
 - m. Changes made by Change Orders.
 - n. Details not shown on original Plans.
5. Traffic Signals and Street Lighting:
- a. The Contractor shall provide the Engineer with a cable route diagram indicating the actual cable route and meter marks for all intersections, directional change points in the cable routing, and all termination points. The Contractor shall record these points during cable installation, provide cable system Red-lines showing the accurate cable route to the Engineer, and record information such as the location of slack cable and its quantity in the cable route diagram.
 - b. The Contractor shall provide 3 copies of D-Sheet sized Red-lines.
6. SWPPP:
- a. Upon completion of construction, the Contractor shall submit the SWPPP and all its appendices, records, reports, maps and records of permanent BMPs to the Engineer with the Red-lines.
7. Slurry Seal and Asphalt Concrete Overlay:
- a. The Contractor shall clearly record on the forms the Agency provides in MS Excel format the actual dates and quantity of each Bid item applied to each street segment and comments regarding each segment and record reasons if no work is performed.
8. Fiber Optic and Wi-Fi Device Red-lines: Fiber Optic and Wi-Fi Device Red-lines shall clearly record by dimension from 2 known fixed points and by depth of underground facilities all deviations, modifications, and changes in the Work. Records, deviations, modifications, and changes on the day the Work is performed shall reflect the actual Work location and shall be marked in red at the scale of the Plan sheet on which they are recorded. Red-lines shall show the equipment locations and associated information for the following:
- a. Locations and depths of underground utilities.
 - b. Revisions to the routing of piping and conduits.
 - c. Actual equipment locations.
 - d. Pull Boxes.
 - e. Electrical Meter, including meter address.
 - f. Items abandoned in place.

3-7.3.3 Payment.

1. The payment for Red-lines Drawings shall be included in the Contract Price.

ADD the following subsection:

3-7.4 Measurement and Dimensions.

1. Scaled dimensions are approximate. Before ordering materials or commencing the Work, the Contractor shall measure the Site for proper size and fit and verify dimensions and quantities by taking measurements in the field. Contractor shall be responsible for their accuracy.

3-8 SUBMITTALS

3-8.1 General

ADD the following:

- a. Shop Drawings and engineering data (submittals) covering all equipment and all fabricated components and building materials which will become a permanent part of the Goods and Special Services under this Contract shall be submitted to Engineer for review, as required. Submittals shall verify compliance with the Contract Documents and shall include Drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and the operation of component materials and devices; the external connections, anchorages, and supports required; the performance characteristics; and dimensions needed for installation and correlation with other materials and equipment.
- b. Each submittal shall cover items from only one section of the specification unless the item consists of components from several sources. Contractor shall submit a complete initial submittal including all components. When an item consists of components from several sources, Contractor's initial submittal shall be complete including all components.
- c. All submittals, regardless of origin, shall be approved by Contractor and clearly identified with the name and number of this Contract, Contractor's name, and references to applicable specification paragraphs and Contract Drawings. Each copy of all submittals, regardless of origin, shall be stamped or affixed with an approval statement of Contractor:
 1. "I hereby certify that the (equipment, material, procedure(s)) shown and marked in this submittal is that proposed to be incorporated into this Project, is in compliance with the Contract Documents, can be installed in the allocated spaces, and is submitted for approval."
 2. Or "I hereby certify that the (equipment, material, procedure(s)) contained herein meet all requirements shown or specified in the Contract Documents, except for the following deviation(s): _____."
- d. Each submittal shall indicate the intended use of the item in the Goods and Special Services. When catalog pages are submitted, applicable items shall be clearly identified and inapplicable data crossed out. The current revision, issue number, and date shall be indicated on all Drawings and other descriptive data.
- e. Contractor shall be solely responsible for the completeness of each submittal. Contractor's stamp, or affixed approval statement of a submittal, is a representation to Engineer that Contractor accepts sole responsibility for determining and verifying all quantities,

dimensions, field construction criteria, materials, catalog numbers, and similar data, and that Contractor has reviewed and coordinated each submittal with the requirements of the Goods and Special Services and the Contract Documents.

- f. All deviations from the Contract Documents shall be identified as deviations on each submittal and shall be tabulated in Contractor's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.
- g. Engineer will not accept submittals from anyone but Contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades.
- h. For electronic submittals in Procore, drawings and the necessary data shall be submitted electronically to Engineer as specified below. Submittal documents shall be in black and white unless color is required for the review of the submittal. All electronic files shall be in PDF as generated by Adobe Acrobat Professional latest version. The PDF file(s) shall be fully indexed using the Table of Contents, searchable with thumbnails generated. PDF images must be at a readable resolution. For most documents, they should be scanned or generated at 300 dots per inch (dpi). Optical Character Recognition (OCR) capture must be performed on these images so that text can be searched, selected and copied from the generated PDF file. The PDF documents shall have a bookmark created in the navigation frame for each major entry ("Section" or "Chapter") in the Table of Contents. Thumbnails shall be generated for each page or graphic in the PDF file. The opening view for each PDF document shall be as follows:
 1. Initial View: Bookmarks and Page.
 2. Magnification: Fit in Window.
 3. The file shall open to the Contractor's transmittal letter, with bookmarks to the left. The first bookmark shall be linked to the Table of Contents.PDF document properties shall include the submittal number for the document title and the Contractor's name for the author.
- i. Electronic submittal file sizes shall be limited to 10 MB. When multiple files are required for a submittal the least number of files possible shall be created.
- j. The Contractor shall post submittals and retrieve the Engineer's submittal review comments through Procore accessible through the Internet. Instruction on procedures for posting and retrieving submittals will be provided after award of the Contract.
- k. Facsimiles (fax) will not be acceptable. Engineer will not accept submittals from anyone but Contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades.
- l. The Contractor shall allow a minimum of 20 Working Days for review of submittals unless specified.

3.8.1.2 Resubmittal of Drawings and Data.

1. Contractor shall accept full responsibility for the completeness of each resubmittal. Contractor shall verify that all corrected data and additional information previously requested by Engineer are provided on the resubmittal.
2. When corrected copies are resubmitted, Contractor shall direct specific attention to all revisions in writing and shall list separately any revisions made other than those called for by Engineer on previous submittals. Requirements specified for initial submittals shall also apply to resubmittals. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.) or a unique identification that indicates the initial submittal and correct sequence of each resubmittal.
3. Resubmittals shall be made within 30 Calendar Days of the date of the letter returning the material to be modified or corrected, unless within 14 Calendar Days Contractor submits an acceptable request for an extension of the stipulated time period, listing the reasons the resubmittal cannot be completed within that time.
4. The need for more than 1 resubmittal, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Times unless delay of the Work is the direct result of a change in the Work authorized by a Change Order or failure of Engineer to review and return any submittal to Contractor within the specified review period.
5. Provide one submittal for items pertaining to only one specification section. If an item consists of two or more components from several sources that comprise a unit (i.e., valves and actuators), submit each item concurrently and with a separate letter of transmittal for a complete initial submittal for all components.

3-8.1.3 Color Selection.

- a. Contractor shall submit samples of colors and finishes for all accepted products before Engineer will coordinate the selection of colors and finishes with Agency. Engineer will prepare a schedule of finishes that include the colors and finishes selected for both manufactured products and for surfaces to be field painted or finished and will furnish this schedule to Contractor within 60 Calendar Days after the date of acceptance of the last color or finish sample.

3-8.1.4 Operation and Maintenance Data and Manuals.

1. Adequate operation and maintenance information shall be supplied for all equipment requiring maintenance or other attention. The equipment supplier shall prepare a Project specific operation and maintenance manual for each type of equipment indicated in the individual equipment sections or the equipment schedule.
2. Parts lists and operating and maintenance instructions shall be furnished for other equipment not listed in the individual equipment sections or the equipment schedule.
3. Operation and maintenance manuals shall include the following:
 - a. Equipment function, normal operating characteristics, and limiting conditions.
 - b. Assembly, installation, alignment, adjustment, and checking instructions.
 - c. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
 - d. Lubrication and maintenance instructions.

- e. Guide to troubleshooting.
 - f. Parts lists and predicted life of parts subject to wear.
 - g. Outline, cross section, and assembly drawings; engineering data; and wiring diagrams.
 - h. Test data and performance curves, where applicable.
4. The operation and maintenance manuals shall be in addition to any instructions or parts lists packed with or attached to the equipment when delivered, or which may be required by Contractor.
 5. Manuals shall be submitted in electronic format to the Engineer prior to the date of shipment of the equipment. The manuals shall be submitted and the Engineer's review comments retrieved, through the Project website accessible through the Internet. Instruction on procedures for posting and retrieving O&M submittals and review comments will be provided after award of the Contract. When the O&M manuals are reviewed "RETURNED FOR CORRECTION," the corrections shall be made as instructed by the Engineer or Consulting Engineer, and corrected manuals resubmitted to the Engineer or Consulting Engineer. When review by the Engineer is complete, 3 copies of each electronic O&M manual shall be delivered on CD-ROM to the Engineer. Each CD shall contain only 1 copy of 1 manual. Delivery of the final O&M shall be made 30 Calendar Days prior to placing the equipment in operation.
 6. All material shall be marked with Project identification, and inapplicable information shall be marked out or deleted.
 7. Shipment of equipment will not be considered complete until all required manuals and data have been received.

3-8.1.5 Electronic Operations and Maintenance Manuals.

1. Electronic manuals shall be in Adobe Acrobat's PDF and shall be prepared at a resolution between 300 and 600 dpi, depending on document type. OCR capture shall be performed on these documents. OCR settings shall be performed with the "original image with hidden text" option in Adobe Acrobat Exchange.
2. File size shall be limited to 10 MB. When multiple files are required the least number of files possible shall be created. File names shall be in the format OMXXXXX-YYYZ-V.pdf, where XXXXX is the 5-digit number corresponding to the specification section, YYY is a 3-digit O&M manual number, e.g., 001, Z is the letter signifying a resubmittal, A, B, C, etc, and V is a number used only when more than one 10 MB file is required for an O&M manual.
3. Documents prepared in PDF format shall be processed as follows:
 - Pages shall be searchable (processed for optical character recognition) and indexed when multiple files are required.
 - a. Of material to update the manual provided by the manufacturer. Pages shall be rotated for viewing in proper orientation.
 - b. A bookmark shall be provided in the navigation frame for each entry in the Table of Contents.
 - c. Embedded thumbnails shall be generated for each completed PDF file.
 - d. The opening view for PDF files shall be as follows:
 - e. Initial View: Bookmarks and Page.
 - f. Page Number: Title Page (usually Page 1).
 - g. Magnification: Set to Fit in Window.

- h. Page: Single Page.
- i. Where the bookmark structure is longer than 1 page, the bookmarks shall be collapsed to show the chapter headings only.
- j. When multiple files are required the first file of the series (the parent file) shall list every major topic in the Table of Contents. The parent file shall also include minor headings bookmarked based on the Table of Contents. Major headings, whose content is contained in subsequent files (children) shall be linked to be called from the parent to the specific location in the child file. The child file shall contain bookmark entries for both major and minor headings contained in the child file. The first bookmark of any child file shall link back to the parent file and shall read as follows "Return to the Equipment Name Table of Contents," e.g., Return to the Polymer Feed System Table of Contents.
- k. Drawings shall be bookmarked individually.
- l. Files shall be delivered without security settings to permit editing, insertion and deletion.

3-8.1.6 Labeling.

- a. At a minimum, the following information shall be included on all final O&M manual materials, including thumb drives and hard copy manuals:
 - i. Equipment name and/or O&M title spelled out in complete words.
 - ii. Project Name.
 - iii. Agency Project/Contract Number.
 - iv. Specification Section Number. Example: "Section 15 55 00"
 - v. Manufacturer's name.
 - vi. File Name and Date.

3-8.2 Working Drawings.

ADD the following:

- 1. Working Drawings shall be of a size and scale to clearly show all necessary details and submitted electronically into Procore.

DELETE Table 3-8.2 in its entirety and REPLACE with following:

TABLE 3-8.2

Item	Section/ Drawing No.	Title	Subject
1	3-12.5.2	Sewage Bypass and Pumping Plan	Sanitary Sewers
2	3-12.8.2	Dewatering Plan	Water Pollution Control
3	5-7.2.2	Shoring Plan	Safety
4	300-3.2	Cofferdams	Structure Excavation & Backfill
5	303-1.6.1	General	Falsework
6	303-1.7.1	General	Placing Reinforcement
7	303-3.1	General	Prestressed Concrete Construction
8	304-1.1.2	Falsework Plans	Structural Steel

Item	Section/ Drawing No.	Title	Subject
9	306-8.8 SDW-154*	Valves, Hydrants, and Appurtenances	Water Valve Bypass Details for Mainlines 16-Inch and Larger
10	306-8.8.3	Thrust Blocks and Anchor Blocks	Unless specified otherwise, design of all size water main thrust blocks and anchor blocks
11	307-1.1	General	Jacking Operations
12	307-2.1	General	Tunneling Operations
13	308-3	Submittals	Microtunneling
14	601-2.1.2	Engineered Traffic Control Plan (TCP)	Temporary Traffic Control for Construction and Maintenance Work Zones
15	1001-3	Storm Water Pollution Prevention Plan (SWPPP)	Water Pollution Control
16	1001-4	Water Pollution Control Plan (WPCP)	Water Pollution Control

*Note: The distance dimensions shown between the bypass pipes and the mainlines are subject to change to field conditions.

Items listed in Table 3-8.2, except for items 1, 2 and, 5, shall be prepared by a Civil or Structural Engineer registered by the State of California. Item 15 shall be prepared by a Qualified SWPPP Developer (QSD) in accordance with 1001 3, "Storm Water Pollution Prevention Plan (SWPPP)." Item 16 shall be prepared in accordance with 1001-4, "Water Pollution Control Plan (WPCP)."

3-8.3 Shop Drawings.

ADD the following:

1. Shop Drawings shall be submitted electronically to the Agency.
2. Additional Shop Drawings may be required by the Special Provisions and technical specifications.
3. Shop drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract.

DELETE Table 3-8.3 in its entirety and REPLACE with following:

TABLE 3-8.3

Item	Subsection	Title	Subject
1	207-2.5	Joints	Reinforced Concrete Pipe
2	207-8.4	Joints	Vitrified Clay Pipe
3	209-2.2.2	Shop Drawings	Steel Pipe and Fittings
4	216-1	General	Precast Reinforced Concrete Box
5	218-1	General	Precast Vault
6	304-1.1.1	Shop Drawings	Structural Steel
7	304-2.1	General	Metal Hand Railings

3-8.4 Supporting Information.

ADD the following:

1. The Contractor shall submit samples of the materials with cut sheets of the products. The Contractor shall organize cut sheets for review and approval by the Engineer prior to use on the Project and identify deviation from any of the specified material clearly, including cut sheets and samples of both the specified material and basis for the substitution. Included should be the Agency’s Project Name, Project Number, and the Engineer’s name, Contractor Name, and Submittal Number and clearly indicate the specific product to be used.
2. When photos of material are required, they shall be clear in resolution, identify the specific item for review, and shall indicate the name of the item, source, and date taken. The material shown in the photo shall be currently available for use on the Project.
3. For landscaping and irrigation materials, the Contractor shall submit samples and test results to the Engineer within 15 Working Days of the Notice to Proceed.
4. Test sections (“Mock ups”) of materials as required in the Special Provisions shall be accepted by the Engineer before proceeding with the Work.
5. The Contractor shall provide and keep up-to-date a complete “As-Built” record set of blue-line prints, which shall be corrected in red daily and show every change from the original Drawings and Specifications and the exact “As-Built” locations, sizes and kinds of equipment, underground piping, valves, and all other Work not visible at surface grade. Prints for this purpose may be obtained from the Agency at cost. This set of Drawings shall be kept on the job and shall be used only as a Record Set and shall be delivered to the Engineer within 10 Calendar Days of completion of the Work. Payment for performing the Work required by Section 2-5.4 shall be included in the various Bid items and no additional payment will be made therefor.

3-8.6 Manufacturer’s Operation, Maintenance, and Warranty Instructions.

To sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

For each pre-manufactured product covered by a manufacturer’s warranty, Contractor shall submit 1 electronic copy and 3 bound original or legal copies prior to acceptance of the Contract.

3-9 SUBSURFACE DATA.

DELETE in its entirety and SUBSTITUTE with the following:

3-9 TECHNICAL STUDIES AND SUBSURFACE DATA.

1. If reports of explorations and tests of Site conditions are referenced in the Contract Documents, Contractor is encouraged to inspect the Site, acquire, and review these reports, and take other necessary steps to thoroughly familiarize oneself with the Site conditions. If a review of the documents and Site inspection indicate an obstruction or utility conflict with the proposed work, immediately notify the Engineer.
2. Subsurface data shall include geotechnical reports, groundwater elevations, soil analyses and characterization, and other information included or referenced in the Special Provisions and shall apply only at the location of the test holes and to the depths indicated. Additional subsurface exploration may be performed by Bidders or the Contractor at their own expense.
3. Contractor is encouraged to review subsurface data, examine the Site and assess the Site conditions pertaining to the Work. If a review of the documents and Site inspection indicate an obstruction or utility conflict with the proposed work, immediately notify the Engineer.
4. Soil test reports for test holes which have been drilled are available for review at the office of the Engineer. Additional exploration may be performed at Contractor's own expense.

3-10 The indicated groundwater elevation is that which existed on the date specified in the data. It shall be Contractor's responsibility to determine and allow for the groundwater elevation on the date the Work is performed. A difference in groundwater elevation between what is shown in soil boring logs and what is encountered during construction shall not be considered as a basis for Extra Work in accordance with 2-8, "Extra Work'.

3-11 SURVEYING

DELETE this Section in its entirety and replace with the following:

1. The Engineer or Surveyor shall request a right of entry to perform survey services on sewer mains and manholes from City of Carlsbad, wastewater@carlsbadca.gov or call 442-339-2722, 7 Calendar Days prior to the start of survey services.

3-10.1 Permanent Survey Markers. The Contractor shall not cover or disturb permanent survey monuments or benchmarks without the consent of the Engineer. Where the Engineer concurs, in writing, with the Contractor that protecting an existing monument in place is impractical, the Contractor shall employ a licensed land surveyor or a registered civil engineer authorized to practice land surveying within the State of California, hereinafter Surveyor, to establish the location of the monument before it is disturbed. The Contractor shall have the monument replaced by the Surveyor no later than thirty (30) days after construction at the site of the replacement is completed. The Surveyor shall file corner record(s) as required by §§ 8772 and 8773, et seq. of the California Business and Professions Code.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument frame and cover to the new grade within 7 days of paving unless the Engineer shall approve otherwise.

Monument frames and covers shall be protected during street sealing or painting projects or be cleaned to the satisfaction of the Engineer.

3-10.2 Survey Service. The Contractor shall hire and pay for the services of a licensed Surveyor, hereinafter Surveyor to perform all work necessary for establishing control, construction staking, records research and all other surveying work necessary to construct the work, provide surveying services as required herein and provide surveying, drafting and other professional services required to satisfy the requirements of the Land Surveyors Act. Surveyor shall be resident on the site during all surveying operations and shall personally supervise and certify the surveying work.

3-10.2.1 Submittal of Surveying Data. All surveying data submittals shall conform to the requirements of Section 3-8, "Submittals", herein. The Contractor shall submit grade sheets to the Engineer before commencing work in the area affected by the grade sheets. The Contractor shall submit field notes for all surveying required herein to the Engineer within ten days of performing the survey. All surveying field notes, grade sheets and survey calculations shall be submitted in bound form on 215mm by 280 mm (8¹/₂" by 11") paper. The field notes, calculations and supporting data shall be clear and complete. Supporting data shall include all maps, affidavits, plats, field notes from earlier surveys and all other evidence used by the Surveyor to determine the location of the monuments set. The field notes and calculations will be labeled with name of the Surveyor, the party chief, the field crewmembers and the author of the field notes or calculations. They shall be annotated with the date of observation or calculation, be numbered with consecutive page numbers and shall be readable without resort to any electronic aid, computer program or documentation for any computer program. The field notes shall be prepared in conformance with the CALTRANS "Surveys Manual". The Contractor shall have a Record of Survey prepared by the Surveyor and file it in conformance with §§ 8700 - 8805 of the State of California Business and Professions Code when the Surveyor performs any surveying that such map is required under §§ 8762 of the State of California Business and Professions Code and whenever the Surveyor shall establish, set or construct any permanent survey monument. SDRS drawing M-10 type monuments, bolts, spikes, leaded tacks and nails (when set in concrete), iron pipes, reinforcing steel and all monuments and marks that are at, or accessory to, property corners and street centerlines are permanent survey monuments. The Record of Survey shall show all monuments set, control monuments used, the basis of bearings and all other data needed to determine the procedure of survey and the degree of accuracy attained by the field surveying including the unadjusted ratio of closure. The unadjusted ratio of closure shall not exceed 1 part in 40,000. The record of survey shall show the location and justification of location of all permanent monuments set and their relation to the street right-of-way. Record(s) of Survey(s) shall be submitted for the Engineer's review and approval before submittal to the County Surveyor and before submittal to the County Recorder.

3-10.2.2 Survey Requirements. Stakes shall be set at offsets approved by the Engineer at no greater intervals than specified in TABLE 3-10.2.2(A) as measured along the project stationing. Stakes shall be set to show the location and grade of future curbs adjacent to traffic signal locations where the curb is not being built as a part of this contract. Staking and marking shall be completed by the Surveyor and inspected and approved by the Engineer before the start of

construction in the area marked. Centerline monument shall have the disk stamped with the date the monument was set and the registration number of the Surveyor. Habitat mitigation sites and other areas to be preserved that are shown on the plans shall be staked and flagged prior to the start of any other activities within the limits of the work. When curb and gutter does not exist and is not being installed as a part of the project the location of adjacent facilities being constructed as a part of the contract the Contractor shall place stakes defining the horizontal and vertical location of such adjacent utility vaults, poles or other facilities that are being installed as parts of, or adjunct to, the project either by the Contractor and/or those noted on the plans as to be installed by others.

TABLE 3-10.2.2(A)
Survey Requirements for Construction Staking

Feature Staked	Stake Description ②	Centerline or Parallel to Centerline Spacing④, ⑥	Lateral Spacing ③, ⑥	Setting Tolerance (Within)
Street Centerline	SDRS M-10 Monument	≤1000', Street Intersections, Begin and end of curves, only when shown on the plans	on street centerline	0.02' Horizontal, also see Section 2-9.2.1 herein
Clearing	Lath in soil, painted line on PCC & AC surfaces	lath - Intervisible, ≤ 50' on tangents & ≤ 25' on curves, Painted line - continuous	at clearing line	1' Horizontal
Slope	RP + Marker Stake	Intervisible and ≤ 50'	Grade Breaks & ≤ 25'	0.1' Vertical & Horizontal
Fence	RP + Marker Stake	≤ 200' on tangents, ≤ 50' on curves when R ≥ 1000' & 25' on curves when R ≤ 1000'	N/A (constant offset)	0.1' Horizontal
Rough Grade Cuts or Fills ≥ 10 m (33')	RP + Marker Stake	≤ 50'	N/A	0.1' Vertical & Horizontal
Final Grade (includes top of: Basement soil, subbase and base)	RP + Marker Stake, Blue-top in grading area	≤ 50' on tangents & curves when R ≥ 1000' & ≤ 25' on curves when R ≤ 1000'	≤ 22'	3/8" Horizontal & 1/4" Vertical
Asphalt Pavement Finish Course	RP, paint on previous course	≤ 25' or as per the intersection grid points shown on the plan whichever provides the denser information	edge of pavement, paving pass width, crown line & grade breaks	3/8" Horizontal & 1/4" Vertical
Drainage Structures, Pipes & similar Facilities①, ⑦	RP + Marker Stake	intervisible & ≤ 25', beginning and end, BC & EC of facilities, Grade breaks, Alignment breaks, Junctions, Inlets & similar facilities, Risers & similar facilities (except plumbing), Skewed cut-off lines	as appropriate	3/8" Horizontal & 1/4" Vertical
Curb	RP + Marker Stake	≤ 25', BC & EC, at 1/4Δ, 1/2Δ & 3/4Δ on curb returns & at beginning & end	(constant offset)	3/8" Horizontal & 1/4" Vertical
Traffic Signal ①		Vertical locations shall be based on the ultimate elevation of curb and sidewalk		
Signal Poles & Controller ①	RP + Marker Stake	at each pole & controller location	as appropriate	3/8" Horizontal & 1/4" Vertical
Junction Box ①	RP + Marker Stake	at each junction box location	as appropriate	3/8" Horizontal & 1/4" Vertical

Feature Staked	Stake Description ②	Centerline or Parallel to Centerline Spacing④, ⑥	Lateral Spacing ③, ⑥	Setting Tolerance (Within)
Conduit ①	RP + Marker Stake	≤ 50' on tangents & curves when R ≥ 1000' & ≤ 25' on curves when R ≤ 1000' or where grade ≤ 0.30%	as appropriate	³ / ₈ " Horizontal & when depth cannot be measured from existing pavement ¹ / ₄ " Vertical
Minor Structure ①	RP + Marker Stake + Line Stake	for catch basins: at centerline of box, ends of box & wings & at each end of the local depression ⑤	as appropriate	³ / ₈ " Horizontal & ¹ / ₄ " Vertical (when vertical data needed)
Abutment Fill	RP + Marker Stake + Line Stake	≤ 50' & along end slopes & conic transitions	as appropriate	0.1' Vertical & Horizontal
Wall ①	RP + Marker Stake + Line Point +Guard Stake	≤ 50' and at beginning & end of: each wall, BC & EC, layout line angle points, changes in footing dimensions &/or elevation & wall height	as appropriate	¹ / ₄ " Horizontal & ¹ / ₄ " Vertical
Major Structure ⑤				
Footings, Bents, Abutments & Wingwalls	RP + Marker Stake + Line Point +Guard Stake	10' to 33' as required by the Engineer, BC & EC, transition points & at beginning & end. Elevation points on footings at bottom of columns	as appropriate	³ / ₈ " Horizontal & ¹ / ₄ " Vertical
Superstructures	RP	10' to 33' sufficient to use string lines, BC & EC, transition points & at beginning & end. Elevation points on footings at bottom of columns	as appropriate	³ / ₈ " Horizontal & ¹ / ₄ " Vertical
Miscellaneous ⑤				
Contour Grading ①	RP + Marker Stake	≤ 50'	along contour line	0.1' Vertical & Horizontal
Utilities ①, ⑦	RP + Marker Stake	≤ 50' on tangents & curves when R ≥ 1000' & ≤ 25' on curves when R ≤ 1000' or where grade ≤ 0.30%	as appropriate	³ / ₈ " Horizontal & ¹ / ₄ " Vertical
Channels, Dikes & Ditches ①	RP + Marker Stake	intervisible & ≤ 100', BC & EC of facilities, Grade breaks, Alignment breaks, Junctions, Inlets & similar facilities	as appropriate	0.1' Horizontal & ¹ / ₄ " Vertical
Signs ①	RP + Marker Stake + Line Point +Guard Stake	At sign location	Line point	0.1' Vertical & Horizontal
Subsurface Drains ①	RP + Marker Stake	intervisible & ≤ 50', BC & EC of facilities, Grade breaks, Alignment breaks, Junctions, Inlets & similar facilities, Risers & similar facilities	as appropriate	0.1' Horizontal & ¹ / ₄ " Vertical
Overside Drains ①	RP + Marker Stake	longitudinal location	At beginning & end	0.1' Horizontal & ¹ / ₄ " Vertical
Markers ①	RP + Marker Stake	for asphalt street surfacing ≤ 50' on tangents & curves when R ≥ 1000' & ≤ 25' on curves when R ≤ 1000'.	At marker location(s)	¹ / ₄ " Horizontal
Railings & Barriers ①	RP + Marker Stake	At beginning & end and ≤ 50' on tangents & curves when R ≥ 1000' & ≤ 25' on curves when R ≤ 1000'	at railing & barrier location(s)	³ / ₈ " Horizontal & Vertical
AC Dikes ①	RP + Marker Stake	At beginning & end	as appropriate	0.1' Horizontal & Vertical
Box Culverts		10' to 33' as required by the Engineer, BC & EC, transition points & at beginning & end. Elevation points on footings & at invert	as appropriate	³ / ₈ " Horizontal & ¹ / ₄ " Vertical

Feature Staked	Stake Description ②	Centerline or Parallel to Centerline Spacing④, ⑥	Lateral Spacing ③, ⑥	Setting Tolerance (Within)
Pavement Markers①	RP	200' on tangents, 50' on curves when $R \geq 1000'$ & 25' on curves when $R \leq 1000'$. For PCC surfaced streets lane cold joints will suffice	at pavement marker location(s)	$\frac{1}{4}"$ Horizontal

- ① Staking for feature may be omitted when adjacent marker stakes reference the offset and elevation of those features and the accuracy requirements of the RP meet the requirements for the feature.
- ② Reference points shall be sufficiently durable and set securely enough to survive with accuracy intact throughout the installation & inspection of the features or adjacent facilities for which they provide control. RP means reference point for the purposes of this table.
- ③ Perpendicular to centerline.
- ④ Some features are not necessarily parallel to centerline but are referenced thereto.
- ⑤ Multi-plane surfaced features shall be staked so as to provide line & grade information for each plane of the feature.
- ⑥ \geq means greater than, or equal to, the number following the symbol. \leq means less than, or equal to, the number following the symbol.
- ⑦ The cut datum for storm drainage & sanitary sewer pipes & similar structures shall be their invert. The cut datum for all other utilities shall be the top of their pipe or conduit.

All guard stakes, line stakes and lath shall be flagged. Unless otherwise approved by the Engineer flagging, paint and marking cards shall be the color specified in TABLE 3-9.2.2(B).

TABLE 3-10.2.2(B)
Survey Stake Color Code for Construction Staking

Type of Stake	Description	Color*
Horizontal Control	Coordinated control points, control lines, control reference points, centerline, alignments, etc.	White/Red
Vertical Control	Bench marks	White/Orange
Clearing	Limits of clearing	Yellow/Black
Grading	Slope, intermediate slope, abutment fill, rough grade, contour grading, final grade, etc.	Yellow
Structure	Bridges, sound and retaining walls, box culverts, etc.	White
Drainage, Sewer, Curb	Pipe culverts, junction boxes, drop inlets, headwalls, sewer lines, storm drains, slope protection, curbs, gutters, etc.	Blue
Right-of-Way	Fences, R/ W lines, easements, property monuments, etc.	White/Yellow
Miscellaneous	Signs, railings, barriers, lighting, etc.	Orange

*Flagging and marking cards, if used.

3-10.3 Private Engineers. Surveying by private engineers on the Work shall conform to the quality and practice required by the Engineer.

3-10.4 Line and Grade. All work shall conform to the lines, elevations, and grades shown on the Plans.

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

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

3-10.5 Payment for Survey. Payment for work performed to satisfy the requirements of Sections 3-10.1 through 3-10.4 shall be included in the actual bid items requiring the survey work and no additional payment will be made. Extension of unit prices for extra work shall include full compensation for attendant survey work and no additional payment will be made. Payment for the replacement of disturbed monuments and the filing of records of survey and/or corner records, including filing fees, shall be incidental to the work necessitating the disturbance of said monuments and no additional payment will be made.

3-12 CONTRACT INFORMATION SIGNS.

ADD the following:

Signs shall not be posted until approved by the Engineer. The Contractor shall complete and submit a Review for Sign Permit (form P-11), available at:

<https://www.carlsbadca.gov/services/depts/planning/applications.asp>

3-12 WORK SITE MAINTENANCE

3-12.1 General.

ADD the following:

1. Maintain Site improvements including any temporary facilities, equipment, or other materials. Remove graffiti encountered on the Site within 24 hours. See also SECTION 400 - PROTECTION AND RESTORATION.
2. As a condition of Final Payment, the Contractor shall submit a signed and notarized affidavit stating that all brush, trash, debris, and surplus materials resulting from this Project have been disposed of in a legal manner. The cost of disposal is the Contractor's responsibility.
3. The Contractor shall provide and maintain enclosed toilets for the use of their employees. Toilets must be kept in a neat and sanitary condition and ensure that they comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps. The cost of such is the Contractor's responsibility.
4. If required in the Special Provisions, the Contractor shall provide and maintain enclosed toilets for the use of the Agency's and Contractor's officers, employees, or agents. Toilets must be kept in a neat and sanitary condition and ensure that they comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps. The cost of such is the Contractor's responsibility.
5. The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted, when necessary, by the SWPPP and/ or BMP plan. Such dams shall be removed from the Site as soon as their use is no longer necessary.
6. Work Site maintenance shall be conducted on non-workdays when increased levels of maintenance are deemed necessary, in the opinion of the Engineer, to preserve the health safety or welfare of the public and or to comply with applicable regulations.

7. Disposal of all rubbish and surplus materials is incidental to Work Site maintenance. Disposal shall be made off the Site and shall be in accordance with:
 - a. Local codes and ordinances that govern locations and methods of disposal.
 - b. All applicable safety laws.
 - c. Requirements of Subpart H, Section 1926.252 of the OSHA Safety and Health Standards for Construction.
8. Work Site maintenance is considered incidental to the items of work that they are associated with and no additional payment will be made.
9. Cleanup and Dust Control. Throughout all phases of construction, including suspension of the Work, and until the final acceptance, the Contractor shall keep the Site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

3-12.2 Air Pollution Control.

ADD the following:

1. Contractor shall carry out effective measures whenever and as often as necessary to prevent Contractor's operation from producing dust in amounts damaging to property, cultivated vegetation, domestic animals, or causing a nuisance to persons living or occupying buildings in the vicinity. Contractor shall be responsible for any damage resulting from any dust originating from Contractor's operations. The dust abatement measures shall be continued until Contractor is relieved of further responsibility by the Engineer.
2. Contractor shall adhere to Air Pollution Control District County of San Diego regulations for equipment used on the Job Site. See Section 2-2.2 and the technical specifications for permitting requirements.

3-12.3 Noise Control.

ADD the following:

1. All internal combustion engines used in the Work shall be equipped with mufflers in good repair and are subject to the City Noise Control Ordinance, Carlsbad Municipal Code Chapter 8.48.
2. Site mustering is not allowed prior to and after the allowable working hours.

3-12.4 Storage of Equipment and Materials.

3-12.4.1 General.

ADD the following:

1. Equipment and material storage shall be confined to areas approved by the Engineer. Disposal of all rubbish and surplus materials shall be at the Contractor's expense.
2. The Contractor shall order, purchase, transport, coordinate delivery, accept delivery, confirm the quantity and quality received, prepare storage area(s), store, handle, protect, move, relocate, remove and dispose excess of all materials used to accomplish the Work.
3. Materials shall be delivered to the Work Site only during Working Hours, and shall be accompanied by bills of lading that shall clearly state for each delivery: the name of the

Contractor as consignee, the Project name and number, address of delivery and name of consignor and a description of the material(s) shipped.

4. Prior to storage of any materials which have been shipped to or by the Contractor to any location within the City's boundaries the Contractor shall provide the Engineer a copy of lease agreements for each property where such materials are stored. The lease agreement shall clearly state the term of the lease, the description of materials allowed to be stored and shall provide for the removal of the materials and restoration of the storage site within the time allowed for the Work.
5. All such storage shall conform to all laws and ordinances that may pertain to the materials stored and to preparation of the storage site and the location of the site on which the materials are stored. Storage of hazardous wastes, construction equipment material, and parking and fueling of equipment shall not occur in biologically sensitive areas.
6. Loss, damage or deterioration of all stored materials shall be the Contractor's responsibility. Conformance to the requirements of this section, both within and outside the limits of work is a part of the Work. The Engineer shall have the right to verify the suitability of materials and their proper storage at any time during the Work.
7. The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.
8. Restore the storage area to an equal or better condition as deemed necessary by the Engineer and at no additional cost to the Agency.
10. When required by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each Working Day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.
11. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately, and the area cleaned.
12. Excess excavation material from catch basins or similar structures shall be removed from the Site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the Site as soon as practicable after stripping.
13. Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend Work until the condition is corrected. No additional compensation will be allowed because of such suspension.
14. Cleanup and dust control required in the Contract shall also be executed on weekends and other non-Working Days when needed to preserve the health safety or welfare of the public. The Contractor shall conduct effective cleanup and dust control throughout the duration of the Contract. The Engineer may require increased levels of cleanup and dust control that, in his/her sole discretion, are necessary to preserve the health, safety and welfare of the public. Cleanup and dust control shall be considered incidental to the items of Work that they are associated with and no additional payment will be made for them.
15. Vermin Control. At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the Work within the Contract time and shall be performed by a licensed exterminator in accordance with requirements of governing

authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

16. Temporary Light, Power, and Water. The Contractor shall furnish, install, maintain, and remove all temporary light, power, and water at its own expense. These include piping, wiring, lamps, and other equipment necessary for the Work. The Contractor shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water agency concerned. The Contractor shall obtain a construction meter for water used for the construction, plant establishment, maintenance, cleanup, testing and all other work requiring water related to this Contract. The Contractor shall contact the appropriate water agency for requirements. The Contractor shall pay all costs of temporary light, power and water including hookup, service, meter and any, and all, other charges, deposits and/or fees for them. These costs shall be considered incidental to the items of Work that they are associated with and no additional payment will be made for them.

3-12.4.2 Storage in Public Streets.

DELETE in its entirety and SUBSTITUTE with the following:

1. Construction materials shall not be stored in streets, roads, or highways for more than 5 Calendar Days after unloading. All materials not installed or used in construction within 5 Calendar Days after unloading shall be stored at a location approved by the Engineer.
2. Construction equipment shall not be stored at the Work Site before its actual use nor for more than 5 Calendar Days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the Engineer.
3. Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. Immediately after placing backfill, all excess material shall be removed.
4. The Contractor shall not store equipment for traffic control in right of way.

ADD the following subsection:

3-12.4.3 Storage and Staging Areas.

1. Storage and staging areas are the Contractor's responsibility. If the Plans designate a staging location within the Project or in close proximity, the Contractor may utilize such area for their use. The storage and staging areas shall be as close as possible to the Site. Contractor is responsible for obtaining any permits, leases, or any other items necessary to obtain staging areas.
2. Storage of hazardous wastes, construction equipment material, and parking and fueling of equipment shall not be allowed in the MHPA or other biologically sensitive areas. Ensure the fueling of vehicles occurs only within designated staging areas using appropriate catch basins and devices.
3. Return the storage and staging area and the adjacent area to an equal or better condition as deemed necessary by the Engineer, at no additional cost to the Agency.
4. The Contractor shall provide the Engineer a copy of the lease agreement for any property to be used for the storage of materials or equipment prior to delivery or storage of any materials or equipment. Each lease agreement shall clearly state the term of the lease and a description of the materials or equipment allowed to be stored and shall provide for the removal of the

materials or equipment and restoration of the storage site within the time allowed for the Work.

5. Construction equipment shall not be stored at the Work Site before its actual use on the Work nor for more than 5 Calendar Days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the Engineer.

3-12.6 Water Pollution Controls.

3-12.6.2 Best Management Practices (BMPs).

ADD the following:

1. Contractor shall submit a BMP plan as a submittal to the Agency.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP).

ADD the following:

1. The Contractor shall evaluate the requirements for the preparation of a SWPPP for Work within the City's boundary by reviewing the Determination of SWPPP Tier Level and Construction Threat Level (form E-32), which may be obtained at:

<https://www.carlsbadca.gov/departments/community-development/land-development-engineering/engineering-applications-forms>

2. The Contractor shall review the criteria requiring the preparation of a SWPPP conforming with the State Water Resources Control Board Order No. 2022-0057-DWQ, NPDES General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (the Construction General Permit or CGP). The CGP and other information are available at:

https://www.waterboards.ca.gov/water_issues/programs/stormwater/construction/general_permit_reissuance.html

3. If a SWPPP has been prepared specifically for the Project and is included as a part of the Contract Documents, the Contractor shall use the SWPPP as a baseline document and shall amend the SWPPP, with the Engineer's approval, as necessary to include the Contractor's proposed Construction Schedule, construction operations, and the Site conditions encountered or created during the Work.
4. If the Agency has not prepared a SWPPP for the Project and the Project is subject to coverage under the CGP, the Contractor shall prepare and implement the SWPPP conforming with the CGP requirements.
5. The Contractor shall comply with all requirements of the approved SWPPP and the CGP including implementation during construction by a QSP, The Contractor shall provide all information necessary for the Agency to obtain coverage under the CGP during the electronic submittal of Permit Registration Documents and supporting data necessary for the filing of the storm water Notice of Intent and Notice of Termination. The Contractor shall be responsible for conducting all monitoring and inspections and filing all reports required by and in accordance with the CGP.

3-12.6.3.1 Storm Water Pollution Prevention Plan (SWPPP) Tier 1 or Tier 2 Project. If the Project is a Tier 1 or Tier 2 Project, use the following language:

- A. Water Pollution Prevention. The Contractor shall plan for and implement temporary construction BMPs to mitigate the water quality impacts of land disturbance and non-storm water discharges related to construction activities in accordance the Agency’s current Municipal Stormwater Permit and Carlsbad Municipal Code Chapter 15.12. BMPs are the schedules of activities, prohibitions of practices, maintenance procedures and other management practices employed during construction activities to prevent or reduce pollution of bodies of water protected by the federal Clean Water Act (33 U.S.C. § 1251 *et seq.*) and the state Porter-Cologne Water Quality Control Act (Water Code, § 13000 *et seq.*), which include oceans, lagoons, lakes, streams and other sensitive water bodies and water courses. Construction BMPs also include physical devices and structural construction control measures designed to prevent soil erosion from occurring on the Work Site, or that are designed to prevent sediment from leaving the Work Site, both of which are referred to hereafter as “Water Pollution.” BMPs are also intended to protect the health, safety and welfare of the public and to prevent damage to adjoining public and private property resulting from construction activities.
- B. Pollution prevention practices and the minimum BMPs are required during all 12 months of the year. BMPs and other erosion control practices must be implemented as the most important “first line of defense”. The Agency has adopted the CASQA ‘Stormwater Best Management Practices Handbook: Construction,’ latest edition, as its preferred source for adopting construction BMPs. All BMPs must correspond to the BMP Fact Sheets included in the CASQA Construction Handbook. With the approval of the Engineer, or designee, the Agency may accept comparable BMPs from reputable alternative sources. As used in this section, “Engineer” shall have the same meaning as “Construction Manager”.
- C. The Contractor shall utilize the Agency’s Tier 1 or Tier 2 SWPPP templates and include all applicable elements provided in the template. The SWPPP templates are available on the Agency’s website at [PROJECT ENGINEER insert website address here]. Tier 1 and Tier 2 SWPPP templates include standard storm water prevention construction notes, a Project information block, a Storm Water Compliance Statement, Agency approval block and a BMP Checklist Table. The BMP Checklist Table is intended to help the Contractor select appropriate BMPs best suited to the Project and the Work. Additionally, the SWPPP shall include a Site plan showing the proposed Project Site and depicting the areas of proposed construction and proposed locations of construction BMPs. The Tier 1 and Tier 2 SWPPP plans shall be submitted as additional sheets to the construction plan set.
- D. The Engineer may require Contractor to adopt additional BMPs if the Engineer determines the selected BMP(s) are ineffective or incapable of preventing Water Pollution from escaping the Work site. Tier 1 and Tier 2 SWPPPs must be combined with proper and timely installation of the BMPs, thorough and frequent inspections, maintenance, and documentation. The Contractor shall ensure that the selected BMPs are appropriately incorporated into the Site design and, if required by the Engineer, must employ a qualified professional to ensure proper installation and maintenance of the BMPs.
- E. The Engineer may suspend the Work, consistent with Supplemental General Provisions Section 6-6, at the Contractor’s cost, that create Water Pollution or otherwise violate water

quality standards required by the federal Clean Water Act (33 U.S.C. § 1251 *et seq.*) and the state Porter-Cologne Water Quality Control Act (Water Code, § 13000 *et seq.*) if the Engineer determines that the Contractor has failed to satisfy all requirements of this section. If the Contractor violates any provisions of this subsection, or if Water Pollution occurs in the Work Site for any reason, the Contractor shall immediately notify the Engineer.

- F. The Contractor shall immediately notify the Agency if there is a non-stormwater discharge to the storm drain conveyance system resulting from the Work or Project-related activities. In addition, the Contractor shall, within 24 hours, submit a written report to the Engineer describing the incident and corrective actions taken. If for any reason the Engineer detects Water Pollution, before notification by the Contractor, this written report shall also include an explanation of why the Contractor had not timely notified the Engineer.
- G. Implementation Costs. Preparation, implementation and management of Water Pollution prevention activities are incidental to the items of Work and Agency shall not make additional payment to Contractor for these costs.

3-12.6.3.2 Storm Water Pollution Prevention Plan (SWPPP) Tier 3 Project. If the Project is a Tier 3 Project, use the following language:

PROJECTS GREATER THAN ONE ACRE (TIER 3) – Not Maintenance Only Projects

Water Pollution Prevention. The Contractor shall plan for and implement temporary construction BMPs to mitigate the water quality impacts of land disturbance and non-storm water discharges related to construction activities. BMPs are the schedules of activities, prohibitions of practices, maintenance procedures and other management practices employed during construction activities to prevent or reduce pollution of bodies of water protected by the federal Clean Water Act (33 U.S.C. § 1251, *et seq.*) and the state Porter-Cologne Water Quality Control Act (Water Code, § 13000, *et seq.*), which include oceans, lagoons, lakes, streams and other sensitive water bodies and water courses. Construction BMPs also include physical devices and structural construction control measures designed to prevent soil erosion from occurring on the Work Site, or that are designed to prevent sediment from leaving the Work Site, both of which are referred to hereafter as “Water Pollution.” BMPs are also intended to protect the health, safety and welfare of the public and to prevent damage to adjoining public and private property resulting from construction.

This Project, and all Project Work, requires compliance with Carlsbad Municipal Code Chapter 15.12 and coverage under the California Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2022-0057-DWQ, NPDES No. CAS000002, or subsequent order, and any amendment, revision or re-issuance of it (Construction General Permit).

STORM WATER POLLUTION PREVENTION PLAN DEVELOPMENT AND IMPLEMENTATION. The Contractor shall prepare and submit to the Engineer a SWPPP in accordance with the current requirements established by the Construction General Permit. As used in this section, “Engineer” shall have the same meaning as “Construction Manager.” The Contractor shall not initiate any land disturbance activities, until the final SWPPP has been accepted by the Engineer. At least 1

copy of the final SWPPP shall be kept at the construction Site and shall be available upon request of a representative of the Regional Water Quality Control Board, State Water Resources Control Board, U.S. Environmental Protection Agency or local storm water management agency. Requests for a copy of the final SWPPP by members of the public shall be forwarded to the Engineer.

SWPPP Template Availability. A model SWPPP, if available, is provided to the Contractor, for use in preparing the Project SWPPP for approval by the Agency. The Contractor shall be responsible for the preparation and implementation of the SWPPP and coordination with the Agency and the Regional Water Quality Control Board. All costs for preparing and implementing the Storm Water Pollution Prevention and Monitoring Plans and coordination with the Agency and the Regional Water Quality Control Board shall be included as part of the contract bid price.

SWPPP Delivery. Within 15 Calendar Days after the execution of the Contract, the Contractor shall submit 3 copies of the SWPPP to the Engineer. Contractor will be provided the digital format for SWPPP to complete required sections. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 15 Calendar Days of receipt of the Engineer's comments and shall allow 5 Calendar Days for the Engineer to review the revisions. Upon the Engineer's acceptance of the SWPPP, 3 additional copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. To allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed.

QSD/QSP Designation. The Contractor shall designate a QSD and a QSP who has satisfied the certification requirements and received approval by the SWRCB as specified in Construction General Permit. The QSD and QSP shall provide and maintain levels of insurance, and comply with all other insurance-related requirements, as required in Agency Supplemental General Provisions Section 5-4.

SWPPP Amendments. All amendments to the SWPPP shall be completed by the Contractor's QSD in a timely manner and provided to the Engineer within 7 Calendar Days. All amendments must be signed and dated by the Contractor's QSD and directly attached to the SWPPP once accepted by the Engineer.

Accepted amendments shall be dated and logged in the SWPPP. Upon acceptance of the amendment, the Contractor shall implement the additional control measures or revised operations. The SWPPP amendment log in the SWPPP shall be maintained by the Contractor's QSD.

The SWPPP shall also be amended if it violates any condition or has not effectively achieved the objective of reducing pollution in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially accepted SWPPP, which are required on the Project to control Water Pollution effectively.

Amendments to the SWPPP shall be submitted for review and acceptance by the Engineer in the same manner specified for the initially accepted SWPPP.

SWPPP Implementation. Upon acceptance of the SWPPP, the Contractor shall be responsible throughout the duration of the Project for installing, constructing, inspecting and maintaining the control measures included in the SWPPP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these supplemental provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of Work ordered in accordance with Section 6-6, "Suspension of the Work." Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the "Handbook" and these supplemental provisions.

Permit Registration Documents. The Contractor's QSD shall then complete final SWPPP, and other required Permit Registration Documents (PRDs), and submit them to the Engineer for review and subsequent submittal to the SWRCB via the Stormwater Multi-Application, Reporting, and Tracking System (SMARTS System).

PRD Item	Responsible Party	Notes
NOI Filing	Agency	Project Engineer/MPM
NOI Fee	Agency	Project Engineer/MPM
Annual Permit Fee	Agency	Project Engineer/MPM
Legally Responsible Person	Agency	Project Engineer/MPM
Assigned Signatory	Agency	Project Engineer/MPM
Data Submitter	Contractor/QSD/QSP	
SWPPP	QSD	
Risk Determination	QSD	
SWPPP Certification Statement	QSD	
SWPPP Amendments	QSD	Must be approved by the Project Engineer/MPM
Site Map	Contractor/QSD	
BMP Exhibit/Erosion Control Notes	Contractor/QSD	
Inspections/Training Records	QSP	
Water Quality Monitoring Reports	QSP	
NOT Preparation and Submittal	Contractor/QSD	Submitted as part of Project Completion Tasks. No later than 90 Calendar Days after Project completion
NOT Certification	Agency	Project Engineer/MPM

PRD Item	Responsible Party	Notes
Annual Report Preparation and Submittal to SMARTS	Contractor/QSD	By July 15th for prior year period of July 1st through June 30th
Annual Report Certification	Agency	Project Engineer/MPM. No later than September 1st

Non-Compliance. The Engineer may suspend the Work, as provided in Agency Supplemental General Provisions Section 6-6, at the Contractor’s cost, if the Engineer determines that the Contractor has failed to satisfy all requirements of this Section. If the Contractor violates any provisions of this subsection, or if Water Pollution occurs in the Work Site for any reason, the Contractor shall immediately notify the Engineer.

The Contractor shall also submit a written report to the Engineer describing the incident and corrective actions taken within 24 hours of the occurrence of the incident. If for any reason the Engineer detects Water Pollution before notification by the Contractor, the required written report shall also include an explanation of why the Contractor had not timely notified the Engineer.

Implementation Costs. Preparation, implementation and management of Water Pollution prevention activities are incidental to the items of Work and Agency shall not make additional payment to Contractor for these costs.

Project Completion. Within 7 Calendar Days of Project completion, the Project-specific SWPPP shall be relinquished to the Agency. In addition, the Contractor shall submit the NOT to the SWRCB. The NOT shall be submitted to the Agency at the same time it is submitted to the SWRCB. The Contractor shall only submit the NOT once the Project has been accepted by the Agency. If the Contractor fails to submit the NOT to the SWRCB, the Contractor shall continue to be responsible for paying the annual fee associated with the “General Permit” until the NOT is submitted and accepted by the SWRCB.

3-12.6.5 Payment.

DELETE in its entirety and SUBSTITUTE with the following:

1. Unless otherwise specified, payment for water pollution control, including implementation and maintenance of BMPs, shall be considered as included in the Contract Unit Price for each item in the Bid.

Payment for dewatering shall be as specified in the Special Provisions.

ADD the following subsection:

3-12.7 Vermin Control.

1. The Site and structures constructed under the Contract shall be kept free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the Work within the Contract time and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The Contractor shall

be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.1 Completion.

DELETE in its entirety and SUBSTITUTE with the following:

1. The Contractor shall comply with the following prior to requesting a Pre-Final inspection of the Work and filing of a written assertion that the Work has been completed:
 - a. Provide completed and signed redline drawings and record documents including installation, maintenance and operation instructions, manuals and/or tools for installed equipment.
 - b. Provide and properly label all keys for existing facilities or new permanent work.
 - c. Provide all items specified to be supplied as extra stock and spare parts. Wrap, seal, or place in a container all items as necessary to allow for storage by the Agency for future use. Verify the specified quantities.
 - d. Provide all final Special Inspection reports and certifications required by equipment manufacturers to demonstrate compliance with applicable codes and standards.
 - e. Obtain any required certifications from the Engineer of Record for permanent BMPs.
 - f. Comply with all requirements of permits issued by jurisdictional agencies.
 - g. Remove temporary facilities from the Site.
 - h. Thoroughly clean the Site and remove all mark-outs and construction staking.
2. The Agency Inspector will schedule the Pre-Final inspection within 5 Working Days of receipt of the Contractor's request. The Inspector will generate a list of preliminary deficiencies (Punchlist) within 5 Working Days after the Pre-Final inspection.
3. The Contractor shall have 30 Working Days to correct the deficiencies and provide a written response to each Punchlist item. The Inspector will review the corrective work within 5 Working Days of receipt of the Contractor's written response to each Punchlist item. Any outstanding deficiencies will be considered incomplete Work and the Punchlist will be returned to Contractor. Full payment will not be made for any Bid item with outstanding deficiencies and a Final Inspection will not be scheduled until all deficiencies are completed to the satisfaction of the Inspector.
4. The Contractor shall submit a request for Final Inspection which shall include a written assertion that the Work has been completed in accordance with the Contract Documents and a written response describing the corrective Work completed for all punch list items identified in the Pre-Final inspection(s). The request for Final Inspection will not be considered without the Contractor's written response to the punch list items. The Inspector will schedule the Final Inspection within 10 Working Days of receipt of the Contractor's request and invitees will include the Construction Manager, Engineer and representatives from agencies or utility companies having jurisdiction over the Work. The Contractor's attendance is mandatory. Any remaining deficiencies will be addressed in a final punch list sent to the Contractor.
5. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will

be the date when the Contractor is relieved from responsibility to protect and maintain the Work, and to which liquidated damages will be computed.

6. The Engineer will not accept the Work or any portion of the Work before all of the Work is completed and all outstanding deficiencies that may exist are corrected by the Contractor and the Engineer is satisfied that all the materials and workmanship, and all other features of the Work, meet the requirements of all specification for the Work. Use, temporary, interim or permanent, of all, or portions of, the Work does not constitute acceptance of the Work.
7. The Contractor shall submit a written assertion in the form of Request for Completion Letter, certifying that the Work has been complete. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will so certify to the Board.

ADD the following subsection:

3-13.1.1 Requirements Before Requesting a Walk-through.

1. The following items are required prior to requesting a Walk-through:
 - a. Remove temporary facilities from the Site.
 - b. Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c. Submit proposed red-line record drawing in accordance with Contract Document requirements.
 - d. Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e. Provide all tools which are a permanent part of the equipment installed in the Project.
 - f. Provide and properly identify all keys for construction and all keys for permanent work.
 - g. Provide all final Special Inspection reports required by the applicable building code.
 - h. Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the Agency for future use. Verify the specified quantities.
 - i. Ensure that all specified equal opportunity (if applicable) and certified wage rate documentations covering the Contract Time have been submitted.
 - j. Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
2. Contractor shall notify the Engineer to arrange a final inspection of permanent BMPs installed and shall obtain the completed, signed, and stamped DS-563 Form 30 Calendar Days prior to the issuance of the Notice of Completion.

ADD the following subsection:

3-13.1.2 Walk-through and Punchlist Procedure.

1. When Contractor considers that the Work and Services are complete, notify the Engineer in writing that the Project is complete and request that the Contractor and the Engineer perform a Walk-through for the generation of a Punchlist. Contractor shall request the final walkthrough at least seven (7) Working Days in advance.
2. The Engineer will first determine if the Project is ready for a Walk-through by verifying whether the Contractor have completed all items as required by 3-13.1.1, "Requirements Before Requesting a Walk-through".

3. If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with the requirements in the Contract Documents.
4. The Engineer shall facilitate the Walk-through.
5. Contractor shall make Plans, specifications, and technical data, such as submittals and equipment manuals, available at the Site for the Walk-through attendees.
6. The Engineer will provide the Contractor with the Punchlist within 15 Working Days after the date of the Walk-through and submit it to the Contractor. The Agency shall not provide a preliminary Punchlist.
7. If the Engineer finds that the Project is not substantially complete as defined in the Contract, the Engineer will terminate the Walk-through and notify the Contractor in writing.
8. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist. Contractor shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the Agency.
9. The Engineer shall meet with the Contractor until all Punchlist items are corrected. If Contractor takes longer than 30 Working Days to complete the corrective Work, the Project shall be subject to re-evaluation.
10. Upon acceptance of the Work, Contractor shall assemble and deliver to the Engineer all records, documents, warranties, material certifications, bonds, guarantees, maintenance and service agreements, and maintenance and operating manuals. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to the Contractor. Warranties shall be submitted in the format described in this section, modified as approved by the Agency, to suit the conditions pertaining to the warranty.

3-13.2 Acceptance.

DELETE in its entirety and SUBSTITUTE with the following:

1. Acceptance of the Work will occur after all the requirements of the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will recommend to the City Manager for the City of Carlsbad or Executive Manager for the Carlsbad Municipal Water District that the Contractor's performance of the Contract be accepted. Upon such certification by the Engineer, the City Manager or Executive Manager may accept the Work. Upon the acceptance of the Work by the City Manager or Executive Manager, a "Notice of Completion" will be filed in the office of the San Diego County Recorder. The date of recordation shall be the date of acceptance of the Work.
2. Once the "Notice of Completion" has been recorded, the Engineer will release the retention.

3-13.3 Warranty.

DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor shall warranty and repair all defective materials and workmanship for a period of 1 year. This warranty period shall start on the date the Work was recorded by the "Notice of Completion" unless the Agency has beneficial use of the Project (excluding water, sewer, and storm drain projects).

2. The warranty period for specific items covered under manufacturers’ or suppliers’ warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
3. All warranties, express or implied, from Subcontractors, manufacturers, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to the Agency, and shall be delivered to the Engineer prior to the acceptance of the Contractor’s performance of the Contract.
4. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If Contractor fails to make such replacements or repairs within the time specified in the notice, the Agency may perform the replacement or repairs at Contractor’s expense. If Contractor fails to reimburse the Agency for the actual costs, Contractor’s Surety shall be liable for the cost.
5. The warranty period shall be extended with respect to portions of the Work corrected under warranty. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer’s Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires ¹	10 Years of Manufacturer’s Warranty
LED Signal Modules	3 Years of Manufacturer’s Warranty

¹ Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10-year warranty.

6. Contractor shall provide the Agency a copy of the manufacturer’s warranty for private sewer pumps, including the alarm panel and all other accessories.
 - a. Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - b. This section is not intended to limit any manufacturer’s warranty which provides the Agency with greater warranty rights than set forth in this section or the Contract Documents.
 - c. The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, “Warranty Format Requirements.”

If, during the warranty period, any item of the Work is found to be Defective Work, Contractor shall correct it promptly after receipt of written notice from the Agency to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

ADD the following subsection:

3-13.3.1 Defective Work.

1. If the Engineer finds any part of the Work, to be defective or not in compliance with the Contract Documents, the Contractor shall correct the Defective Work in accordance with the Engineer's written instructions and within the specified time limits.
2. The Engineer may order Contractor to stop all or part of the Project if, upon notice, Contractor fails to immediately correct the Defective Work in conformance with the Contract Documents. The Contractor bears all direct and indirect costs and damages that result from the Agency's Stop Work notice.
3. The Engineer may determine in its sole discretion to accept Defective Work instead of having the Contractor correct the Defective Work. However, the Contractor will still be financially responsible for the Defective Work. The Engineer shall issue a deductive Change Order and will incorporate the necessary revisions in the Contract Documents for the Defective Work, the diminished value to the Project, or for the cost to repair the Defective Work.
4. If the Contractor fails to correct Defective Work within the specified time limits, the Engineer may correct the Contractor's Defective Work. The Agency has the right to correct any Defective Work without notice in the event of an emergency. Contractor shall bear all direct and indirect costs of the Defective Work that the Agency corrects.
5. When undertaking remedial action under this section, the Agency may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's Work and or services, and incorporate into the Project all materials and equipment stored at the Site or for which the Agency has paid but Contractor has stored elsewhere.
6. For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if the Contractor fails to correct the Defective Work listed on the Agency's Punchlist within 30 Working Days in accordance with 6-1.1, "Construction Schedule," the Contractor shall reimburse the Agency for all costs to provide inspection services required to monitor the Contractor's Work beyond the 30 Working Days. The Agency shall bill the Contractor for the additional inspection at the Agency's established rates.
7. If the Contractor completes the Project or portions of the Project prior to NOC, the Contractor shall preserve equipment by developing and implementing a preventive maintenance program in compliance with manufacturer's recommendations.

ADD the following subsection:

3-13.3.2 Warranty Format Requirements.

1. Written warranties, except manufacturer's standard printed warranties, shall be on the Contractor's and Contractor's agents', material suppliers', installers', or manufacturers' own letterhead, addressed to and for the Agency's benefit. Submit warranties in the format described in this section, modified as approved by Engineer to suit the conditions pertaining to the warranty.
2. The Contractor shall obtain warranties, executed in triplicate by responsible Subcontractors and Suppliers, within 10 Working Days after completion of the applicable item of Work. Except for items put into use with the Engineer's permission with date mutually agreed upon in writing, ensure that the beginning time of the warranty is the Project completion date.

3. The Contractor shall verify that the documents are in proper form, contain full information, and are notarized.
4. The Contractor shall verify that warranties are signed by both the Contractor and the appropriate party.
5. The Contractor shall provide warranties to the Engineer with a neatly typed table of contents, identifying each warranty with the number and title of the applicable specification section requiring the warranty and the name of the product or work item.
6. The Contractor shall separate each warranty with index tab sheets keyed to the table of contents listing. Provide complete information using separate typed sheets as necessary. The information shall include a list of Subcontractors and Suppliers with the name, address, and telephone number of the responsible principals.

3-13.3.3 Long-Term Warranty Contract (LTWC).

1. If specified in the Special Provisions and when a LTWC is included in the Contract Documents, the Contractor shall execute and submit the supplemental agreement for the extended Project warranty (the LTWC covering the workmanship and materials).
2. The first 3 years of warranty protection after installation shall be secured by the faithful performance and payment bonds in accordance with 1-7.2, "Contract Bonds".
3. At the conclusion of the initial 3-year bonded warranty period, an "n"-year subsequent manufacturer's warranty for labor and materials shall commence and run concurrently with the LTWC, where "n" is the number of additional years beyond the initial 3 years as specified in the Special Provisions. Alternatively, and with respect to the 3-year bonded warranty, the Contractor may submit a 2-year bond followed by 1-year bond. If the alternate option is selected, the 1-year bond shall be submitted to the Agency at least 90 Calendar Days before the expiration of the original 2-year bond. Contractor shall clearly inform the Contract Specialist of the option selected. The protection provided shall not be for less than 3 + "n" years continuously.
4. The manufacturer's warranty for parts and labor shall secure performance of the LTWC by the Contractor. Additional security in the form of bonds for both the LTWC and the manufacturer's extended "n"-year warranty (in years 4 and on following Acceptance) for labor and materials may, but is not required to be, provided per the compensation provisions of the LTWC.
5. The manufacturer warranty shall extend to performance of the LTWC by the Contractor, including without limitation the performance of periodic inspections, preparation of periodic reports, and performance of repairs or replacements including parts and labor. If the manufacturer warranty does not expressly extend to the LTWC or is qualified in any way to exclude warranty of the performance of the LTWC by the Contractor, the surety bond shall be provided for the LTWC in accordance with 1-7.2, "Contract Bonds".
6. If the Contractor is unable to obtain a bond which extends the "n"-year term of the LTWC, to obtain a manufacturer warranty or both which clearly and unambiguously extends to secure performance of the LTWC by the Contractor for the "n"- year term, the Agency shall accept either form of security provided that at least 1 of these forms is provided before award.
7. Provision of the manufacturer's warranty, bonds, or both as specified is a pre-condition to award of the Contract.

8. Refer to the LTWC for additional information. The provisions of 3-3, "SUBCONTRACTORS" shall not apply to LTWC.

ADD the following subsection:

3-14 PARTNERING.

1. Contractor may request the formation of a formal partnering relationship (Partnering) by submitting a request in writing to the Engineer after approval of the Contract. If Contractor's request for Partnering is approved by the Engineer, scheduling of a Partnering workshop, selecting the Partnering facilitator and workshop, selecting the Partnering facilitator and workshop site, and other administrative details shall be as agreed to by both Parties.
2. The establishment of a Partnering shall not change or modify the terms and conditions of the Contract and shall not relieve either party of the legal requirements of the Contract.
3. The goals of Partnering include the following:
 - a. The Engineer and Contractor's representatives, including Contractor's Subcontractors, actively working together as partners.
 - b. Avoidance of destructive confrontation and litigation among the parties.
 - c. Mutual understanding on how the Work is to be conducted.
 - d. Establishment of mutual key results to facilitate Project success.
 - e. Establishment of an atmosphere of teamwork, trust, and open communication.

3-14.1 Payment.

1. The payment for providing a facilitator and a workshop site shall be borne equally by the Agency and Contractor. Contractor shall pay in advance all compensation for the costs of the facilitator and for the costs of obtaining the workshop site.
2. Unless a Bid item has been provided for "Partnering," the Agency's share of such costs shall be reimbursed to Contractor as Extra Work. Markups shall not be added. Other costs associated with the Partnering relationship shall be borne separately by the party incurring the costs.

ADD the following subsection:

3-15 PUBLIC CONVENIENCE.

1. The Contractor shall provide and maintain safe and adequate pedestrian and vehicular access to fire hydrants; hospitals; police and fire stations; commercial and industrial establishments including churches, schools and parking lots; service stations; public transportation; pedestrian crossing; motels and establishments of similar nature. Access shall be continuous and unobstructed unless otherwise approved by the Engineer.
2. The Contractor shall provide access for emergency vehicles and mail delivery and trash collection services. The trash hauling schedule can be obtained by contacting Republic Services at [Customer Support | Republic Services](#).
3. During paving operations, the Contractor shall provide paved parking within 800 feet of the affected residences or businesses unless otherwise approved by the Engineer.
4. The Contractor shall provide notification 72 hours prior to the start of construction in the public right-of-way that affects vehicular traffic, parking, or pedestrian routes. For a full street closure, all residences and/or businesses on the affected street or alley shall be notified. For

partial street closures or for curb, sidewalk or driveway repairs, the residences and/or businesses directly affected by the Work shall be notified. The notice shall:

- a. Be written and hand delivered.
 - b. State the date and time the Work will begin and its anticipated duration.
 - c. Provide a brief description of the Work and simple instructions to the home or business owner on actions to facilitate the construction.
 - d. List 2 telephone numbers to obtain additional information. One number shall be the Contractor's permanent office or field office and the other number shall be a 24-hour number answered by someone who is knowledgeable about the Project. An answering machine shall not be connected to either number.
 - e. For residences, be prepared on 65-lb. brightly colored card stock or equivalent durability with contrasting, 12-point font or larger printing; pre-cut in a manner for hanging on a doorknob; and minimum size of 3-1/2 inches wide by 8-1/2 inches long (refer to the appendices for an example).
 - f. Be approved by the Engineer prior to distribution.
5. The Contractor shall post "No Parking" signs 72 hours in advance of the Work. The signs shall state the date and time of parking restriction for a duration not to exceed the time necessary to complete the Work at that location. If the Work is delayed or rescheduled, the signs shall be removed and re-posted 72 hours in advance of the rescheduled Work.
6. Payment for public convenience shall be considered as included in the Contract Price for each item in the Bid and no additional payment will be made.

ADD the following subsection:

3-16 SITE ACTIVITIES BY THE AGENCY OR SEPARATE CONTRACTORS.

3-16.1 The Agency's Right to Award Separate Contracts.

1. The Agency reserves the right to perform work or operations outside the Scope of Work of the Contract related to the Project with Agency Forces, Separate Contractors, or both. If work to be performed by another party was not noted in the Contract, the Agency shall give written notice to Contractor 10 Working Days prior to the start of any Work. If Contractor determines that the work being performed by the Agency or others may interfere with or cause damage to Work being performed by Contractor, notify the Engineer in writing within 3 Working Days of the Engineer's notice.

3-16.2 Integration of the Work with Separate Contractors.

1. When specified in the Contract Documents, prepare a plan to integrate the work performed by Separate Contractors, Agency Forces, or both with the performance of the Work and submit the plan to the Engineer for approval. The plan shall be fair and reasonable for Contractor and the Separate Contractors. Work with Separate Contractors to reach an agreement for the prepared plan. Arrange the performance of the work so that the Work and the work of the Separate Contractors are, to the extent applicable, properly integrated and jointed in a manner that avoids any damage to the Work or to the work of the Separate Contractors.

3-16.3 Coordination.

1. Coordinate Contractor's activities and the Schedule with the activities and schedules of the Separate Contractors and make any revisions to the Schedule deemed necessary to avoid any disruption to the Work or to the work of the Separate Contractors.

3-16.4 Use of Site.

1. Provide the Agency and the Separate Contractors reasonable opportunities for the storage of materials and equipment and performance of their work. Connect and coordinate work and operations with the work and operations of the Agency and the Separate Contractors as required by the Contract Documents.
2. Coordinate traffic control with the Separate Contractors for other projects and minimize the impact to the community. Prior to the start of construction, submit Contractor's plan for coordination.

3-16.5 Deficiency in Work of Separate Contractors.

1. If part of Contractor's Work depends on proper execution or results upon construction or operations by the Agency or a Separate Contractor, prior to proceeding with that portion of the Work, promptly report to the Separate Contractor and the Engineer any apparent discrepancies or defects in construction that would render it unsuitable for proper execution and results. Use good faith efforts to resolve any such discrepancies or defects or any related disagreements. Contractor's failure to report constitutes Contractor's acceptance of the Work of Separate Contractors as fit, proper, and coordinated with the Work.

3-16.6 Payment.

1. Payment for reporting deficiencies, coordinating, and resolving discrepancies shall be included in the Contract Price.

SECTION 4 – CONTROL OF MATERIALS

4-2 PROTECTION.

ADD the following:

1. The Contractor shall repair or replace any equipment and materials in the event of vandalism, damage, or theft at no additional cost to the Agency.
2. The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.
3. All costs to the Contractor for protecting, removing, and restoring existing improvements shall be included in the Bid.
4. The Agency and affected utility companies have, by a search of known records, endeavored to locate and indicate on the Plans, all utilities which exist within the limits of the Work. However, the accuracy and/or completeness of the nature, size and/or location of utilities indicated on the Plans is not guaranteed.
5. The Contractor shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this Work, full compensation for such Work shall be considered as included in the prices Bid for other items of Work.
6. The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the owner or order from the Agency. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.
7. Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with Section 402, the Contractor shall, unless otherwise provided, furnish, and place the necessary protection at its expense.
8. Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the Contractor shall immediately notify the Engineer in writing. When authorized by the Engineer, support or protection of the utility will be paid for.
9. The Contractor shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged. The Contractor shall bear the costs of repair or replacement of any utility damaged if located.
10. When placing concrete around or contiguous to any non-metallic utility installation, the Contractor shall at its expense:
 - a. Furnish and install a 2-inch cushion of expansion joint material or other similar resilient material; or
 - b. Provide a sleeve or other opening which will result in a 2-inch minimum-clear annular space between the concrete and the utility; or
 - c. Provide other acceptable means to prevent embedment in or bonding to the concrete.
11. Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations, the Contractor shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.

12. Unless otherwise specified, the Contractor shall remove all interfering portions of utilities shown on the Plans or indicated in the Bid documents as “abandoned” or “to be abandoned in place.” Before starting removal operations, the Contractor shall ascertain from the Agency whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Bid for the items of Work necessitating such removals.
13. When feasible, the owner is responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs, or replacements before commencement of Work by the Contractor. When the Plans or Specifications indicate that a utility installation is to be relocated, altered, or constructed by others, the Agency will conduct all negotiations with the owners and work will be done at no cost to the Contractor, except for manhole frame and cover sets to be brought to grade as provided in the Contract Documents. Utilities which are relocated to avoid interference shall be protected in their position and the cost of such protection shall be included in the Bid for the items of Work necessitating such relocation.
14. After award of the Contract, portions of utilities which are found to interfere with the Work will be relocated, altered, or reconstructed by the owners, or the Engineer may order changes in the Work to avoid interference. Such changes will be paid.
15. When the Plans or Specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such Work shall be included in the Bid for the items of Work necessitating such Work. Temporary or permanent relocation or alteration of utilities requested by the Contractor for its convenience shall be its responsibility and it shall make all arrangements and bear all costs.
16. The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements. When directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections will be paid and will include the restoration of all existing improvements which may be affected by the relocation. The Contractor may agree with the owner of any utility to disconnect and reconnect interfering service connections. The Agency will not be involved in any such agreement.
17. Contractor shall coordinate the Work with utility agencies and companies. Prior to the installation of any and all utility structures within the limits of work by any utility agency or company, or its contractor, the Contractor shall place all curb or curb and gutter that is a part of the Work and adjacent to the location where such utility structures are shown on the Plans and are noted as being located, relocated or are otherwise shown as installed by others. In order to minimize delays to the Contractor caused by the failure of other parties to relocate utilities that interfere with the construction, the Contractor, upon the Engineer’s approval, may be permitted to temporarily omit the portion of Work affected by the utility. If such temporary omission is approved by the Engineer, the Contractor shall place survey or other physical control markers sufficient to locate the curb or curb and gutter to the satisfaction of the utility agency or company. Such temporary omission shall be for the Contractor’s convenience and no additional compensation will be allowed therefore or for additional work, materials or delay associated with the temporary omission. The portion thus omitted

shall be constructed by the Contractor immediately following the relocation of the utility involved unless otherwise directed by the Engineer.

18. The Contractor shall notify the Engineer of its Construction Schedule insofar as it affects the protection, removal, or relocation of utilities. The notification shall be included as a part of the Construction Schedule. The Contractor shall notify the Engineer in writing of any subsequent changes in the Construction Schedule which will affect the time available for protection, removal, or relocation of utilities.
19. The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed.
20. The Contractor may be given an extension of time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing the Work correctly shown on the Plans.
21. The Agency will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the Work if such utilities are not identified in the Contract Documents. The Contractor will not be assessed liquidated damages for any delay caused by failure of Agency to provide for the timely removal, relocation, or protection of such existing facilities.
22. The Contractor will be compensated for damages incurred due to delays for which the Agency is responsible or for delays attributable to interferences, relocations, or alterations not covered by the Contract Documents. These damages for delay will be determined by the Engineer. The Agency shall not be liable for damages which could have been avoided by the judicious handling of forces, equipment, or plant. These avoidable damages will be determined by the Engineer. The Engineer may grant Contractor an extension of time for damages due to delay.
23. When necessary, the Contractor shall so conduct its operations as to permit access to the Work Site and provide time for utility work to be accomplished during the progress of the Work.

4-3 INSPECTION.

4-3.1 General

ADD the following:

1. All costs of inspection at the source, including salaries and mileage costs, shall be paid by the Contractor.
2. Materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Contract Documents. For a list of these items or materials, Contractor may refer to the Summary of Work.
3. Location changes to the source of materials requiring inspection without the required 24-hour notification may result in non-compliant material subject to rejection. Contractor shall be responsible for staff charges resulting from last minute changes or cancellations once staff has been deployed. The Engineer shall issue a deductive Field Order for a minimum of 2 hours of staff time to reimburse the Agency for misdirected staff charges. The Contractor shall be notified in writing of the additional staff charges incurred.
4. Steel pipe in sizes larger than 18 inches shall require inspection at the source of production.

5. Agency staff or a qualified inspection agency approved by the Engineer shall witness all welding, lining, coating, and testing. Contractor shall incur additional inspection costs outlined in 4-2.3, "Inspection of Items Not Locally Produced."
6. All parts of production (including but not limited to product fabrication, welding, testing, lining, and coating of straight pieces and specials) shall be performed or produced in the United States.
7. Welding and all testing shall be performed by certified welders and testing staff with credentials traceable in the United States.
8. The Contractor shall provide the Engineer free and safe access to any and all parts of Work at any time. Such free and safe access shall include means of safe access and egress, ventilation, lighting, shoring, dewatering and all elements pertaining to the safety of persons as contained in the California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 4, Construction Safety Orders and such other safety regulations as may apply. Contractor shall furnish Engineer with such information as may be necessary to keep the Engineer fully informed regarding progress and manner of work and character of materials. Inspection or testing of the whole or any portion of the Work or materials incorporated in the Work shall not relieve Contractor from any obligation to fulfill this Contract.

4-3.2 Inspection by the Agency.

DELETE this section in its entirety and replace with the following:

Inspection and testing laboratory services shall be proposed by the Contractor and subject to the approval of the engineer.

4-3.3 Inspection of Items Not Locally Produced.

ADD the following:

1. The Engineer may elect Agency staff or Consultants to perform inspection of an out-of-town manufacturers. The Contractor shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a. At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, Contractor shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Working Days to the site per month.
 - b. When the Engineer elects Agency staff or Consultants to perform out-of-town inspections, the wages of staff employed by the Agency shall not be part of the additional inspection expenses paid by Contractor.
 - c. Federal Per Diem Rates can be determined at the location below:
<https://www.gsa.gov/portal/content/104877>.
2. Specialty Testing of Foreign Materials.
 - a. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise specified. Quality Control and related testing shall be performed to all applicable specified US standards.

Manufacturer's testing and staff certification shall be traceable to a United States regulatory agency. Retain the materials for a sufficient period of time to permit inspection, sampling, and testing. The Contractor shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or during transport to the United States, unless the extension is acceptable to the Engineer.

ADD the following subsection:

4-3.4 Specialty Inspection Paid for by the Contractor.

1. Contractor shall employ and pay for the services of a qualified inspection agency to perform specialty inspection services as required by the Contract Documents.
2. The payment for the specialty inspection service Work shall be included under the Bid item for "Specialty Inspection Paid For By the Contractor".
3. When an Allowance Bid item for "Specialty Testing Under the Direction of the Engineer" is provided, Contractor shall employ and pay for the services of a qualified third party independent laboratory to perform the required testing. Contractor shall be reimbursed for the cost of testing under this Bid item.
4. The cost for specialty inspections shall be included in the Contractor's bid price for the item requiring the specialty inspection.

4-4 TESTING.

ADD the following:

1. Except as specified in these Special Provisions, the Agency will bear the cost of testing of locally produced materials and/or on-site workmanship where the results of such tests meet or exceed the requirements indicated in the Standard Specifications, Technical Specification, and any Supplemental Provisions. The cost of all other tests shall be borne by the Contractor.
2. At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before the delivery is started. All materials proposed for use may be inspected or tested at any time during their preparation and use. If, after incorporating such materials into the Work, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. If any product proves unacceptable after improper storage, handling or for any other reason it shall be rejected, not incorporated into the Work and shall be removed from the Project Site all at the Contractor's expense.
3. Compaction tests may be made by the Engineer and all costs for tests that meet or exceed the requirements of the specifications shall be borne by the Agency. The tests may be made at any place along the Work as deemed necessary by the Engineer. The costs of any retests made necessary by noncompliance with the specifications shall be borne by the Contractor.

4-6 TRADE NAMES.

ADD the following:

1. Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required.

2. Unless stated otherwise, materials or equipment of other suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.
3. For reviews prior to Bid:
 - a. The Engineer shall respond to Contractor's substitution proposal by the last date for issuing an Addendum for the Contract. If the Engineer fails to respond to Contractor's substitution proposal before the Bid due date, the substitution proposal shall be deemed denied.
 - b. Contractor may bring forward a substitution proposal after Award that was denied based on the Engineer's failure to respond by submitting a Cost Reduction Proposal in accordance with 2-6.1, "Cost Reduction Proposal".
4. Include the following information in the request for substitution:
 - a. Whether or not acceptance of the substitute for use in the Work shall require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 - b. Whether or not incorporation or use of the substitute in connection with the Work is subject to the payment of any license fee or royalty.
 - c. All variations of the proposed substitute from the items originally specified shall be identified.
 - d. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles (80.5 km) of the Site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 - e. Certifications from the manufacturer or service provider that the proposed substitute shall perform the intended function adequately under the expected service conditions, achieve the results called for by the general design, and be similar and of equal substance to that indicated.
5. There is no guaranteed time frame for the Engineer's review of the substitution requests. Any lack of action on the Engineer's side within Contractor's requested time does not constitute acceptance of the substitution.
6. If, in the opinion of the Engineer, substitute items are determined to be unsatisfactory in performance, appearance, durability, compatibility with existing equipment or systems, availability of repair parts and suitability of application, the Contractor shall remove the substituted item and replace it with the originally specified item at no cost to the Agency.
7. The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon Contractor. The Engineer may require at Contractor's expense additional data about the proposed substitute.
8. Acceptance by the Engineer of a substitute item does not relieve Contractor of the responsibility for full compliance with the Contract Documents. If the Engineer takes no exceptions to the proposed substitution, it shall not relieve Contractor from Contractor's responsibility to the efficiency, sufficiency, quality, and performance of the substitute material or equipment in the same manner and degree as the material and equipment specified by name.

9. The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, Contractor shall not be entitled to either an extension in Contract Time, an increase in the Contract Price, or both.
10. As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written approval.
11. The Contractor is responsible for the satisfactory performance of substituted items. If, in the sole opinion of the Engineer, the substitution is determined to be unsatisfactory in performance, appearance, durability, compatibility with associated items, availability of repair parts and suitability of application the Contractor shall remove the substituted item and replace it with the originally specified item at no cost to the Agency.

4-7 WEIGHING AND METERING EQUIPMENT.

REPLACE the first paragraph with the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS.

ADD the following:

1. The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wages; the 8-hour day and 40-hour week; overtime; Saturday, Sunday, and holiday work; and prohibitions against discrimination, harassment, and retaliation. The Contractor shall forfeit to the Agency the penalties prescribed in the Labor Code for violations.
2. Each worker shall be paid subsistence and travel as required by the collective bargaining agreement on file with the State of California Department of Industrial Relations.
3. The Contractor's attention is directed to Labor Code Section 1776 which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or Subcontractor in connection with the Project. The Contractor shall agree through the Contract to comply with this Section and the remaining provisions of the Labor Code.
4. Municipal ordinances that affect this Work include Chapter 11.06. Excavation and Grading. If this notice specifies locations or possible materials, such as borrow pits or gravel beds, for use in the proposed construction Project which would be subject to Fish and Game Code Section 1601 or 1603, the conditions established in Fish and Game Code Section 1601 *et seq.* shall become conditions of the Contract.

5-3.3 Payroll Records.

ADD the following:

1. The Contractor and its Subcontractors shall maintain and furnish to the Agency, at a designated time, a certified copy of each weekly payroll reflecting the wages containing all of Contractor's and Subcontractors' employees engaged in the Work and a statement of compliance signed under penalty of perjury.

5-3.4 Hours of Labor.

ADD the following:

1. Unless otherwise approved in writing by the Engineer, the hours of work shall be between the hours of 8:00 AM and 4:00 PM on Mondays through Fridays, excluding Agency holidays. The Contractor shall obtain the written approval of the Engineer if the Contractor desires to work outside these hours or at any time during weekends and/or holidays. This written permission must be obtained at least 48 hours prior to such work. The Engineer may approve work outside the stated hours and/or days when, in his/her sole opinion, such work conducted by the Contractor is beneficial to the best interests of the Agency. The Contractor shall pay the inspection costs of such work.

5-4 INSURANCE.

5-4.1 General.

ADD the following:

1. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by the Contractor, his or her agents, representatives, employees or Subcontractors. The insurance shall meet the City's policy for insurance as stated in City Council Policy No. 70.
 - a. **Additional Provisions:** Contractor shall ensure that the policies of insurance required under this Contract with the exception of Workers' Compensation and Business Automobile Liability Insurance contain, or are endorsed to contain, the following provisions.
 - i. The Agency, its officials, employees and volunteers must be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officials, employees or volunteers. All additional insured endorsements must be evidenced using separate documents attached to the certificate of insurance; 1 for each company affording general liability, and employers' liability coverage.
 - ii. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officials, employees or volunteers.
 - iv. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - b. **Notice of Cancellation.** Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be nonrenewed, suspended, voided, canceled, or reduced in coverage or limits except after 10 Calendar Days' prior written notice has been sent to the Agency by certified mail, return receipt requested.
 - c. **Deductibles and Self-Insured Retention (S.I.R.) Levels.** Any deductibles or self-insured retention levels must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention levels as respects the Agency, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
 - d. **Waiver of Subrogation.** All policies of insurance required under this Contract shall contain a waiver of all rights of subrogation the insurer may have or may acquire against the Agency or any of its officials or employees.
 - e. **Subcontractors.** Contractor shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. Coverages for Subcontractors shall be subject to all of the requirements stated in these Agency Supplemental General Provisions (00 73 00).

- f. **Acceptability of Insurers.** Insurance must be placed with insurers that have a rating in Best’s Key Rating Guide of at least A-VII. Insurers must also be authorized to transact the business of insurance by the State of California Insurance Commissioner as admitted carriers as evidenced by a listing in the official publication of the Department of Insurance of the State of California and/or under the standards specified by City Council Policy No. 70.
- g. **Verification of Coverage.** Contractor shall furnish the Agency with certificates of insurance and original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be in forms approved by the Agency and are to be received and approved by the Agency before the Contract is executed by the Agency.
- h. **Coverage and Limits.** Contractor will maintain the types of coverage and minimum limits indicated below unless the Risk Manager or City Manager or Executive Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor’s indemnification obligations under this Contract. Agency, its officers, agents, and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Contract are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor’s sole expense. The full limits available to the named insured shall also be available and applicable to the Agency as an additional insured.
- i. **Cost of Insurance.** The Cost of all insurance required under this Contract shall be included in the Contractor’s Bid.

5-4.2 General Liability Insurance.

ADD the following:

- a. **Coverages and Limits:** Contractor shall maintain the types of coverages and minimum limits specified in these Special Provisions:
 - i. **Commercial General Liability (CGL) Insurance:** Insurance written on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

5-4.3 Workers Compensation Insurance.

ADD the following:

Workers’ Compensation and Employers’ Liability Insurance: Workers’ compensation limits as required by the Labor Code and Employers’ Liability limits of \$1,000,000 per incident. Workers’ compensation offered by the State Compensation Insurance Fund is acceptable to the City.

5-4.4 Auto Liability Insurance.

REPLACE with the following:

Business Automobile Liability Insurance: \$2,000,000 combined single limit per accident for bodily injury and property damage. In addition, the auto policy must cover any vehicle used in the performance of the Contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled.

5-6 PATENTS FEES AND ROYALTIES.

DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor shall pay, at no additional cost to the Agency, all applicable royalties and license fees arising from the Work. Contractor shall indemnify and defend all claims and lawsuits for infringement of patent, trademark, and copyright against the Agency and shall hold the Agency harmless from any loss.

5-7 SAFETY.

5-7.1.1 General.

ADD the following:

1. When conducting grading or excavation, place Contractor's name and emergency telephone number adjacent to the Work at intervals and locations approved by the Engineer. The method of posting shall be approved by the Engineer.
2. The Contractor shall respond and initiate corrective action in accordance with OSHA and within 24 hours of the notice of the nonconforming Work that poses an imminent threat to person or property.
3. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and public and shall use danger signs warning against hazards created by such features of construction as protruding nails, hoists, well holes, and falling materials.

ADD the following subsection:

5-7.1.3 Health and Safety Plan (HSP).

1. The Contractor is ultimately responsible for the health and safety of Contractor's employees. These specifications shall not be construed to limit Contractor's liability nor to assume that the Agency, its employees, or designees shall assume any of Contractor's liability associated with Site safety considerations.
2. Contractor shall have a HSP in effect at least 1 week prior to the commencement of the Work. The HSP shall comply with all OSHA and other applicable requirements.
3. The HSP shall specifically address procedures and protocols that shall be followed to monitor for or respond to the presence of hazardous atmosphere, possibility for engulfment, gasses due to organic soils or proximity to landfills, exposure to hazardous products such as may be released when grinding, cutting, or torching galvanized or painted surfaces or asbestos containing materials, contaminated soil, and groundwater. Identify response actions that shall be taken when these conditions are encountered.
4. The Agency shall not assume any role in determining the adequacy of the HSP on Contractor's behalf.

5-7.3 Use of Explosives.

ADD the following:

1. Explosives may be used only when authorized in writing by the Engineer. The Contractor shall prepare and submit an application for blasting permit to the City of Carlsbad Engineering Department and comply with the City's blasting policy.

5-7.7 Security and Protective Devices.

5-7.7.1 General.

DELETE in its entirety and SUBSTITUTE with the following:

1. Security and protective devices shall consist of fencing, railing, steel plates, or other devices for the protection of workers or the public from hazards posed by open excavations or any work in progress. Security and protective devices shall remain in place until the Work is accepted.
2. Unless otherwise specified, no separate or additional payment will be made for security and protective devices. Payment shall be included in the Contract price for the various Bid items requiring such devices.

ADD the following subsection:

5-7.7.3 Playground Safety.

1. Provide a secured fence around the playground to prevent use or access. Do not remove the fence until the independent Playground Safety Audit has been done by the Contractor and the Engineer, the Engineer has accepted the playground design and installation, and the Punchlist items have been completed.
2. Provide certification by a NPSI certified playground inspector that confirms that the installed equipment is compliant with all applicable codes.
3. The payment for the fencing around the playground and the playground safety audit is included in the Contract Price.

5-7.7.2 Security Fencing.

1. The payment for security fencing Work for open excavations shall be included in the Contract Price.

5-7.8 Steel Plate Covers.

5-7.8.1 General.

ADD the following:

1. The Contractor shall protect transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day by adequately designed barricades and structural steel plates (plates) that shall support legal vehicle loads in such a way as to preserve unobstructed traffic flow.
2. For trench widths exceeding those in Table 5-7.8.2, a structural design shall be prepared by a California registered civil or structural engineer regularly engaged in the design of shoring systems.

3. The Contractor shall secure approval in advance from authorities concerning the use of any bridging proposed on the Work.
4. The Contractor shall shore the trench adequately to support the bridging and traffic loads.
5. The Contractor shall design plates for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual and evaluate soil conditions and ensure that the plate extends enough beyond the trench walls to support traffic loads.
6. The Contractor shall use the plates skid-resistant with a nominal COF of 0.35 as determined by California Test Method 342. If a different test method is used, the Contractor may utilize standard test plates with known coefficients of friction available from each Caltrans District Materials Engineer to correlate skid resistance results to California Test Method 342.
7. Plates shall provide complete coverage to prevent any person, bicycle, motorcycle, or motor vehicle from being endangered due to plate movement causing separations or gaps.
8. Alternative installation methods may be submitted in accordance with 3-8, "SUBMITTALS" for the Engineer's approval.
9. Contractor shall install signage and postings with a 2 inch (50.8 mm) minimum letter height indicating the steel plate cover load limit, the Company's name, and a 24-hour emergency contact phone number. See 601-1, "GENERAL".
10. Contractor is responsible for the maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the Agency, or a member of the public of a repair needed for such items as plate movements, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours shall be grounds for the Agency to perform necessary repairs that shall be invoiced at the actual cost including overhead or \$500 per incident, whichever is greater. Failure may also result in a "Stop Work" notice.
11. When plates are removed, Contractor shall repair any damage to the pavement with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

5-7.8.3 Installation.

DELETE method 1 and 2 in its entirety.

ADD the following:

The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate. The cold milling shall produce a flat surface that the plate shall rest on with no horizontal or vertical movement. Horizontal gaps between the unmilled pavement and the plate shall not exceed 25 mm (1 ") and shall be filled with elastomeric sealant material which may, at the contractor's option, be mixed with no more than 50%, by volume, of Type I aggregate conforming to the requirements of tables 203-5.2 and 203-5.3.

ADD the following subsection:

5-8 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.

1. Contractor agrees to defend, indemnify, and hold harmless Agency, its affiliated and subsidiary entities, and its elected and appointed officials, officers, directors, managers, employees and agents ("Indemnified Parties") from and against all claims asserted, liability established, or judgments for damages or injuries to any person or property, including to

Contractor's officers, employees, agents, or subcontractors, arising directly or indirectly out of the Work, which arise from, are connected with, or are caused or claimed to be caused by the acts or omissions of Contractor, its officers, employees, agents or subcontractors. Contractor's duty to defend, indemnify, and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the Indemnified Parties.

2. Contractor further agrees that its duty to defend includes all attorney fees and costs associated with enforcement of this indemnification provision, defense of any claims arising from this Contract, and, where a conflict of interest exists or may exist between Contractor and Agency, the reasonable value of attorney fees and costs if Agency chooses, at its own election, to conduct its own defense or participate in its own defense of any claim related to this Contract.
3. Contractor shall also defend and indemnify the Indemnified Parties against any challenges to the Award of the Contract to Contractor, and Contractor will pay all costs, including defense costs for the Agency. Defense costs include the cost of separate counsel for the Indemnified Parties, if the Indemnified Parties request separate counsel.
4. Contractor shall also defend and indemnify the Indemnified Parties against any challenges to the Award of the Contract to Contractor, arising in whole or in part from alleged inaccuracies or misrepresentation by the Contractor, whether intentional or otherwise, and Contractor will pay all costs, including defense costs for the Agency. Defense costs include the cost of separate counsel for the Indemnified Parties, if the Indemnified Parties request separate counsel.
5. Contractor shall defend, indemnify, protect and hold the Indemnified Parties harmless from and against any dispute between Contractor and Contractor's Subcontractors if the Indemnified Parties are made a party to any judicial or administrative proceeding.

ADD the following subsection:

5-9 CONFLICT OF INTEREST.

1. Establish and make known to Contractor's employees appropriate safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others and particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from Subcontractors or potential Subcontractors.
2. Contractor is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices (Government Code Sections 1090 *et. seq.* and 81000 *et. seq.*, the Agency's Ordinances, and the City of Carlsbad Municipal Code). If, in performing the Work, Contractor makes or participates in a "governmental decision" in accordance with Title 2, Section 18701, subdivision (a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for Agency that would otherwise be performed by an Agency employee holding a position specified in the Agency's conflict of interest code, Contractor shall be subject to a conflict of interest code requiring the completion of 1 or more statements of economic interests disclosing Contractor's relevant financial interests.

3. Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City of Carlsbad's City Clerk. Contractor shall file a Form 700 (Assuming Office Statement) within 30 Calendar Days of the Agency's written determination that Contractor shall be subject to a conflict of interest code and file a Form 700 (Annual Statement) on or before April 1st disclosing any financial interests held during the previous calendar year for which Contractor was subject to a conflict of interest code.
4. If the Agency requires Contractor to file a statement of economic interests as a result of the Work performed, Contractor shall be considered an "Agency Official" for conflict of interest purposes, including the prohibition against lobbying the Agency for 1 year following the expiration or termination of the Contract.
5. Contractor's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. Contractor shall not recommend or specify any product, supplier, or other Contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
6. If Contractor violates any conflict of interest laws or any of these conflict of interest provisions, the violation shall be grounds for immediate termination of this Contract. Further, the violation subjects Contractor to liability to the Agency for all damages sustained as a result of the violation.

ADD the following:

5-10 ELECTRONIC COMMUNICATION.

1. When specified in the Contract Documents, Contractor shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs, and transmittals to the Project management website (Procore) established for the Project. The Contractor shall maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule. The Contractor shall review and act on all communications addressed to the Contractor in the Project management website. A user's guide to the Project management system may be available on the City's website and shall be provided to Contractor at the Pre-construction Meeting.
2. The payment for electronic communications shall be included in the Contract Price.

ADD the following:

5-11 STATUTORY REFERENCES.

1. All references in these Agency Supplemental General Provisions (00 73 00) to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented, or replaced from time to time by the corresponding legislative or regulatory body.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

ADD the following:

1. A Payment for the Construction Schedule shall be included in the Contract Price and no separate payment will be made, therefore.
2. The Contractor shall incorporate the dates, areas and types of work prohibited in this section in the Construction Schedule. No additional payment, adjustment of bid prices or adjustment of contract time of completion will be allowed as a consequence of the prohibition of work being performed within the dates, areas and/or types of work prohibited in this section.

ADD the following subsection:

6-1.2 Pre-Construction Meeting.

1. After notification of Contract award, the Engineer will schedule the Preconstruction Meeting. Attendance of the Contractor's personnel responsible for the management, administration, and execution of the project is mandatory. Failure of the Contractor to have the Contractor's responsible project personnel attend the Preconstruction Meeting will be grounds for default by Contractor per Section 6-7. The Notice to Proceed will only be issued on or after the completion of the Preconstruction Meeting. No separate payment will be made for the Contractor's attendance at the meeting.
2. The Notice to Proceed will only be issued on or after the completion of the Preconstruction Meeting and Contractor complies with the Baseline Construction Schedule conditions per 01 33 00.
3. Baseline Construction Schedule must be submitted in Procore and free of file locking, encryption or any other protocol that would impede full access to the data. Identify the project name and number, the Contractor's name and the date of preparation or revision.

6-2 PROSECUTION OF WORK.

ADD the following:

1. As soon as possible under the provisions of the Specifications, the Contractor shall backfill all excavations and restores to usefulness all improvements existing prior to the start of the Work.

When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Agency, Contractor shall remove such Subcontractor immediately upon written request of the Agency and shall request approval of a replacement Subcontractor to perform the Work in accordance with the Subletting and Subcontracting Fair Practices Act (Pub. Contract Code, § 4100 *et seq.*) at no added cost to the Agency.

ADD the following:

6-2.1 Order of Work.

1. The Contractor shall incorporate the requirements of the city, utility companies or agencies having jurisdiction over the Work in accordance with 2-4 Cooperation and Collateral Work.

The work to be done shall consist of furnishing all labor, equipment and materials, and performing all operations necessary to complete the Project Work as shown on the Project Plans and per the Project Specifications.

2. Specific sequencing constraints include, but are not limited to, the following phases unless otherwise authorized by the agency:
 - a. Coastal sage scrub habitat shall not be cleared between March 1 and August 15.
3. If construction and demolition operations are within an active public space, the Contractor shall submit a phasing plan to the Engineer to accommodate accessibility to the public and Agency staff. Phasing plan must be approved before Work starts. Phasing plan will be considered part of the mobilization Bid item and shall include any revisions or implementation of the Plan.

ADD the following:

6-2.2 Moratoriums.

1. When moratorium periods are specified in the Special Provisions, Contractor shall stop Work and completely demobilize all construction related activity, equipment, and materials within the stated limits prior to the beginning of the moratorium periods at no additional cost to the Agency. The Contractor shall complete any Work that has been started prior to the start of the moratorium.
2. Contractor shall restore and clean the Site prior to each moratorium. The Contractor shall not leave equipment, materials, or traffic control on the Site during the moratorium periods. Trenches shall be backfilled during moratorium periods. Temporary resurfacing or steel plate covers over trenches shall not be used.
3. The payment for complying with moratorium requirements shall be included in the Contract Bid. Contractor shall not be entitled to any additional costs for repeated mobilization and demobilization to continue the Work after the moratorium periods.

6-3 TIME OF COMPLETION.

6-3.1 General.

ADD the following:

1. Unless otherwise specified in the Contract, the time of completion of the Contract shall be expressed in Working Days.
2. The number of Working Days specified for the walk-through, preparation, and the completion of Punchlist items until acceptance shall be included in the stipulated Contract Time.
3. For pipeline Projects, the following shall be included in the stipulated Contract Time:
 - a. Complete each street segment within 15 Working Days from the day the final road surfacing is placed. Each completed segment shall include other incidental Work items (weed abatement, damaged asphalt pavement replacement, asphalt patching, resurfacing, striping, markings, raised pavement markers, and inlet markers).
 - b. Where shutdowns of 16-inch and larger pipes are required, there is a shutdown moratorium from May until October. The Contractor shall plan and schedule Work accordingly. No additional payment or Working Days will be granted for delays due to the moratorium.

4. When specified in the Contract Documents, the Plant Establishment Period (PEP) is included in the stipulated Contract Time and shall begin with the acceptance of the installation of the vegetation plan in accordance with Part 8 – LANDSCAPING AND IRRIGATION and these Special Provisions.
5. The Contractor shall obtain the written approval of the Engineer to perform any Work outside of normal Work hours. This approval must be obtained at least 48 hours prior to commencement of such Work. The Contractor shall pay any additional costs for inspection or testing of such Work.
6. Work that is required by the Engineer to occur outside of normal Work hours will be identified in the Special Provisions.
7. The Contractor shall not perform Work during moratoriums per 6-2.2 or during any periods of restriction identified in agency permits or Project environmental documents and shall include all such schedule constraints in the Construction Schedule.
8. No additional payment or adjustment of Bid item prices or adjustment of Contract Time will be made for the Contractor's inability to work outside of normal Work hours if Contractor's request is denied by the Engineer or during prohibited periods.
9. Contractor's schedule shall plan for a minimum of 2 weeks after final walk-through to receive a final punch list from the Agency per Section 3-13.

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.1 General.

ADD the following:

1. The Agency shall only grant an extension of time if the Extra Work or unforeseen condition impacts the Project's critical path. All requests for an extension in Contract Time for any Extra Work or unforeseen event shall be demonstrated by using the CPM. No other scheduling method shall be used to calculate the Project's schedule.

6-4.2 Extensions of Time.

DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall be modified only by Change Order.
2. Contractor shall immediately submit to the Agency a written request for a Change Order to modify the Contract Time, but in no event later than 1 Working Day after the occurrence and discovery of the events giving rise to the request. Contractor shall include in Contractor's request a general description of the basis for and the estimated length of any extension and submit supporting data, including a time impact analysis setting forth the claimed Critical Path impacts to the Construction Schedule consistent with Section 1.14 (Change Orders, Delays, and Extensions of Time).
3. The Engineer shall not grant an extension of Contract Time unless Contractor demonstrates, through an analysis of the critical path, the following:
 - a. The event causing the delay impacted the activities along the Project's critical path.
 - b. The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond Contractor's control and without Contractor's fault or negligence.

- c. All Project float has been used.
- 4. The Engineer shall issue a weekly document that stipulates the Contract Time. If Contractor does not agree with this document, Contractor shall submit to the Engineer for review a written protest supporting Contractor's objections to the document within 15 Working Days after receipt of the weekly document. Contractor's failure to file a timely protest shall constitute Contractor's acceptance of the Engineer's weekly document.
 - a. Contractor's protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

6-4.4 Written Notice and Report.

DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor's failure to file with the Engineer a written request and report of cause within 24 hours will be considered grounds for refusal by the Agency to consider such request.
2. The Contractor shall provide written notice to the Engineer within 2 hours after the beginning of the delay, or when the Contractor has placed any workers or equipment on standby for any reason that the Contractor has determined to be caused by the Agency or by any organization that the Agency may otherwise be obligated by. The Contractor shall provide continuing daily written notice to the Engineer, each Working Day, throughout the duration of such period of delay. The initial and continuing written notices shall include the classification of each worker and supervisor and the make and model of all equipment placed on standby, the cumulative duration of the standby, the Contractor's opinion of the cause of the delay and a cogent explanation of why the Contractor could not avoid the delay by reasonable means. Should the Contractor fail to provide the notice(s) required by this section the Contractor agrees that no delay has occurred and that it will not submit any claim(s) therefore.
3. The request for payment or extension must be made at least 15 Calendar Days prior to the specified completion date. Failure by the Contractor to provide notices and reports as specified in the Contract will be considered grounds for refusal by the Agency to consider such request.

6-6 SUSPENSION OF THE WORK.

6-6.1 General.

ADD the following:

1. The Agency reserves the right to shut down any trenching operation if Contractor is not proceeding within a reasonable period of time to restore the pavement or site cleanup. A reasonable period of time is considered to be 5 to 10 Working Days after backfilling any 1 block, approximately 600 feet, of pipeline. The Engineer shall determine the period of time allowed which shall not be subject to dispute.
2. During periods when the Work is suspended, Contractor shall be prepared for any emergency Work that shall be supervised by Contractor's representative.
3. Trenching operations are subject to suspension if the Contractor does not comply with the requirements for the maximum length of open trench specified in 306-3.5.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

6-7.1 General.

ADD the following:

- a. Contractor fails to notify the Engineer upon discovery of items of Native American, Archaeological, or Paleontological interests.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

DELETE in its entirety and SUBSTITUTE with the following:

1. At any time, the Agency may at its sole discretion terminate this Contract in whole or in part. If the Agency decides to terminate this Contract for convenience, the Agency shall issue a written notice of termination for convenience in accordance with 5-2, "SPECIAL NOTICES". Upon receipt of this notice, Contractor shall immediately proceed as follows:
 - a. Stop Work immediately or in accordance with the Notice of Termination.
 - b. Notify Subcontractors and Suppliers to immediately cease their Work and place no further subcontracts for materials, services, or facilities except as necessary to complete any authorized continued portion of the Contract.
 - c. Terminate all subcontracts to the extent that they relate to the Work terminated.
 - d. With approval by the Engineer, settle all outstanding obligations arising from the termination of subcontracts. This approval shall be final for the purposes of this section.
 - e. As directed by the Engineer, transfer and deliver completed or partially completed drawings, plans, calculations, specifications, and any other documents and records that, if the Contract had been completed, would be required to be furnished to the Agency.
 - f. Complete the performance of the Work not terminated.
 - g. Take all necessary steps and actions to minimize all costs to the Agency as a result of the termination.
 - h. Take any action that may be necessary or that the Engineer may direct for the protection and preservation of the property related to the Contract that is in Contractor's possession and in which the Agency has or may acquire an interest.

6-8.1 Termination Cost.

1. The Agency shall determine and pay Contractor the fair and reasonable amounts for Contractor's termination cost as follows:
 - a. The Contract Price for completed services accepted by the Engineer not previously paid or adjusted for any saving of freight and other charges.
 - b. The fair and reasonable cost of settling and paying termination settlements for terminated subcontracts that are chargeable to the terminated portion of the Contract.
 - c. The Agency shall pay Contractor a prorated amount of profit for Work that Contractor performed. The Agency shall not pay for lost profit on Work that was not performed by Contractor.

6-8.2 Termination Settlement.

1. After termination, Contractor shall submit a final termination settlement proposal to the Engineer no later than 3 months from the effective date of termination, unless extended in writing by the Engineer.
2. If Contractor fails to submit the proposal within the time allowed, the Agency may determine and pay the fair and reasonable amount that may be due Contractor as a result of the termination. If Contractor does not agree that the amount determined by the Engineer is fair and reasonable, Contractor must notify the Engineer within 30 Calendar Days of receipt of payment.

6-8.3 Determination of Amount Due the Contractor.

1. In determining the amount due Contractor, the Agency shall deduct the following:
 - a. The fair value of property destroyed, lost, stolen, or damaged that has become undeliverable to the Agency.
 - b. Any claim which the Agency has against Contractor under the Contract.

6-8.4 Records and Documents Relating to Termination.

1. The Engineer will file an Agreement of Mutual Rescission of Contract with the Board. Once the Agreement is executed and a Notice of Completion is recorded, retention can be released.
2. Unless otherwise specified or required by statute, Contractor shall maintain all records and documents relating to the terminated portion of the Contract for 3 years after final settlement. This includes all books and other evidence bearing on Contractor's costs, expenses, and settlement under the Contract. Contractor shall make these records and documents available to the Agency, at Contractor's office, at all reasonable times, without any direct charge. If approved by the Engineer, Contractor may maintain photographs, microphotographs, and other authentic reproductions instead of original records and documents.

6-8.5 The Agency's Right to Terminate or Suspend for Loss of Project Funds.

1. The Agency may terminate or suspend the Contract at its sole discretion if the State of California or its agents render the funds being used to fund this Project unavailable. If the Agency chooses to suspend the Contract, that suspension shall last until funds are identified and approved by the Board, whichever is appropriate, to be used to complete this Project. If the Agency elects under this provision to terminate the Contract, then neither Party is entitled to compensation from the other Party for any costs arising from such termination. The Agency may also elect to terminate after invoking a suspension under this provision.

6-9 LIQUIDATED DAMAGES.

DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor's failure to complete the Work within the time allowed shall result in damages being sustained by the Agency. Such damages are, and shall continue to be, impracticable and extremely difficult to determine. For each consecutive Working Day in excess of the time specified for the completion of the Work, as adjusted in accordance with 6-4, "DELAYS AND EXTENSIONS OF TIME," Contractor shall pay to the Agency, or have withheld from monies

due it, the sum described in the table below, along with any other damages that may be sustained by the Agency during the Project, unless otherwise specified in the Special Provisions.

2. The execution of the Contract shall constitute agreement between Contractor and the Agency that the liquidated damage amount described in the table below is the value of the damage caused by Contractor's failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from Contractor's payments if such delay occurs.

Contract Value	Liquidated Damage Daily Amount
Less than \$100,000	\$1,000
\$100,000 and more	\$2,500

3. Any progress payments made to Contractor after the specified completion date shall not constitute a waiver of payment for damages sustained by the Agency under this section.

ADD the following subsection:

6-10 RIGHT TO AUDIT.

6-10.1 General.

1. The Agency retains the right to review, audit, reasonably access Contractor's and all Contractor's Subcontractor's premises to review and audit Contractor's compliance with the provisions of the Contract. This includes the right to inspect, photocopy, and retain copies, outside of Contractor's premises, of all records with appropriate safeguards if such retention is deemed necessary by the Agency in its sole discretion. The Agency will keep this information in strictest confidence.
2. Contractor shall include the Agency's right to audit in its subcontracts and ensure that these specifications are binding upon all Subcontractors.

6-10.2 Audit.

1. The right to audit includes the right to examine any and all books, records, documents, and any other evidence of procedures and practices that the Agency determines is necessary to discover and verify that Contractor are in compliance with all requirements under the Contract.
2. If there is a claim for additional compensation or for changes in Work, the right to audit also includes the right to verify all direct and indirect costs which are claimed to have been incurred, anticipated to be incurred, or for which a claim for additional compensation or for changes in the Work have been submitted.
3. Contractor shall maintain complete and accurate records in accordance with generally accepted accounting practices in the construction industry. Contractor shall also make available to the Engineer for review and audit all Project-related accounting records and documents and any other financial data. Upon the Engineer's request, Contractor shall submit exact duplicates of originals of all requested records to the Engineer.

6-10.3 Compliance Required Before Mediation and Litigation.

1. As a condition precedent to proceeding with mandatory mediation and further litigation under 2-10.2, "Dispute Resolution Process" Contractor shall comply with the audit specifications within 60 Calendar Days of the Engineer's notice to review and audit compliance. See 5-2, "SPECIAL NOTICES".

6-10.4 Access to Records on Federally Funded Projects.

1. Contractor shall retain all records, books, papers, and documents directly pertinent to the Contract for a minimum of 5 years after the Agency makes final payments and all other pending matters are closed and shall allow access to those records to the Agency, the Federal grantor agency, the Comptroller General of the United States, or any duly authorized representatives.

SECTION 7 – MEASUREMENT AND PAYMENT

7-1.2 Methods of Measurement.

ADD the following:

The system of measure for this contract shall be the U.S. Standard Measures.

7-2 LUMP SUM WORK.

ADD the following:

7-2.1 Schedule of Values (SOV).

1. Submit a SOV for the lump sum Bid items of the Work to the Engineer for review and approval during the submittal phase.
2. The SOV shall:
 - a. Subdivide the Work into its respective parts.
 - b. Include values for all items comprising the Work.
 - c. Serve as the basis for monthly progress payments.
3. The Engineer is the sole judge of acceptable numbers, details, and description of values established. If, in the opinion of the Engineer, a greater number of SOV items than proposed by Contractor is necessary, add the additional items identified by the Engineer. When requested by the Engineer, provide substantiating data in support of the SOV.
4. The Contractor shall incorporate the SOV into the cost loading function of the Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK". Monthly progress payment amounts for Lump Sum items shall be determined from the monthly updates of the Schedule activities.
5. The Contractor shall develop the SOV independently but simultaneously with the development of the Schedule activities and logic. Incorporate phase funding impacts, if applicable, into the Schedule.
6. The Contractor shall break down the Work not specifically included in the Bid as necessary for establishment of cost and Schedule activity.
7. Following acceptance of the SOV, the Contractor shall incorporate the changes (if any) into the cost loading portion of the Schedule. Where coordination of the Schedule and the SOV requires changes made to either or both documents, the Contractor shall propose changes to the SOV and to the Schedule activities to satisfy the Schedule cost loading requirements.
8. The Contractor shall update and submit these listings in conjunction with the Schedule monthly submittals.
9. The Contractor shall incorporate issued Change Orders or Field Orders in the Schedule into the SOV as single units identified by the Change Order or Field Order number.
10. Changes to the Schedule which add activities not included in the original Schedule but included in the original Work (schedule omissions) shall have values assigned as accepted by the Engineer. Other activity values shall be reduced to provide equal value adjustment increases for added activities as accepted by the Engineer.
11. In the event that the Contractor and the Engineer agree to make adjustments to the original SOV because of inequities discovered in the original accepted SOV, increases and equal decreases to values for activities may be made.

12. The payment for the preparation of the SOV shall be included in the Contract Price.

7-3 PAYMENT.

7-3.1 General.

DELETE the last paragraph in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the Agency, due to the Contractor's failure to pay for labor or materials used in the Work, all money plus 25 percent due for such labor or materials will be withheld from payment in accordance with applicable laws. At the expiration of 35 Calendar Days from the date of recording the NOC, the amount deducted from the final estimate and retained by the Agency shall be paid to Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment.

ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements. The Contract Price is not subject to adjustment for tax increases.
2. As provided in California Public Contract Code Section 7105, if the Contract is not financed by revenue bonds, Contractor is not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an Act of God, in excess of 5% of the Contract Price, if the following occur:
 - a. The damaged portion of the Project was built in accordance with the Contract requirements.
 - b. There are no insurance requirements in the Contract for the damages.
3. Guarantee periods shall not be affected by any payment but shall commence on the date of recordation of the Notice of Completion.

7-3.2 Partial and Final Payment.

DELETE the last paragraph in its entirety and SUBSTITUTE with the following:

Pursuant to Public Contract Code Section 22300, Contractor shall have the option, at Contractor's expense, to substitute for any money withheld by the Agency, securities equivalent to the amount being withheld. Securities eligible for such substitution are bank or savings and loans certificates of deposit or such securities which are eligible for investment pursuant to Government Code Section 16430. As to any such security or securities so substituted for monies withheld, Contractor shall be the beneficial owner of same and shall receive any accrued interest. Such security shall, at Contractor's request and expense, be deposited with the Agency or with a State or Federally Chartered bank as the escrow agent who shall pay such monies to Contractor upon notification by the Engineer that payment can be made. Such notification shall be given at the expiration of 35 Calendar Days from the date of NOC, or as prescribed by law, provided however, that there shall be a continued retention of the necessary securities to cover such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

ADD the following:

1. After final inspection, the Engineer will make a Final Payment Estimate and process a corresponding payment. This estimate will be in writing and shall be for the total amount owed the Contractor as determined by the Engineer and shall be itemized by the Contract Bid item and Change Order item with quantities and payment amounts and shall show all deductions made or to be made for prior payments and amounts to be deducted under provisions of the Contract. All prior estimates and progress payments shall be subject to correction in the Final Payment Estimate.

The Contractor shall have 30 Calendar Days from receipt of the Final Payment Estimate to make a written statement disputing any Bid item or Change Order item quantity or payment amount. The Contractor shall provide all documentation at the time of submitting the statement supporting its position. Should the Contractor fail to submit the statement and supporting documentation within the time specified, the Contractor acknowledges that full and final payment has been made for all Contract Bid items and Change Order items.

If the Contractor submits a written statement with supporting documents within 30 Calendar Days from receipt of the Final Payment Estimate, the Engineer will review the disputed item within 30 Calendar Days and make any appropriate adjustments on the Final Payment. Remaining disputed quantities or amounts not approved by the Engineer will be subject to resolution as specified in Section 2-10.1.1, Initiation of Claim.

The written statement filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of the disputed items. The Engineer will consider the merits of the Contractor's potential claims. It will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in its claims. Failure to submit such information and details will be sufficient cause for denying payment for the disputed items.

2. Final Payment and release of Retention shall be paid after Contractor submits the following:
 - a. An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the Agency or the Agency's property might be responsible for or encumbered by. Fewer amounts withheld by the Agency shall have been paid for or otherwise satisfied.
 - b. If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
 - c. Required documentation, record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.

ADD the following subsection:

7-3.2.1 Application for Progress Payment.

1. By the 5th day of each month, sign, fill out, and submit to the Engineer a partial payment estimate that identifies acceptable Work performed during the previous month, or since the last partial payment estimate was submitted. If requested by the Engineer, provide such additional data as may be required to support the payment estimate. Such data may include submission of signed field orders and satisfactory evidence of payment for equipment, materials, and labor, including payments to Subcontractors and Suppliers.
2. For application for progress payments, Contractor shall use the format required by the Agency. An electronic copy of the invoice form is available from the Engineer upon request. Progress payments shall be signed, and the date of the invoice shall be the date that the invoice is submitted.
3. The Agency shall not pay progress or partial payments until Contractor submits to the Engineer an updated Schedule. It is solely the Contractor's responsibility to prepare and submit the Schedule updates.
4. Disputed or incorrect applications shall be returned to the Contractor within 7 Calendar Days with documentation describing the reason for the rejection of the payment request.

ADD the following:

7-3.2.2 Amount of Progress Payments.

1. If an undisputed and properly submitted application for payment is received by the Engineer, the Agency shall pay Contractor within 30 Calendar Days after the Engineer receives the application for Payment consistent with Public Contract Code Section 20104.50. The Agency shall pay Contractor for the Work performed.

ADD the following:

7-3.2.3 Waiver of Claims at Final Payment.

1. Contractor's acceptance of Final Payment constitutes a waiver of affirmative claims by Contractor, except those previously made in writing and identified as unsettled at the time of Final Payment, which are expressly reserved by Contractor from operation of its Release of Claims pursuant to Public Contract Code Section 7100 or other Applicable Law.

ADD the following:

7-3.2.4 Withholding of Payment and Back Charge.

1. The Engineer may withhold payment for any of the following reasons:
 - a. Defective or incomplete Work.
 - b. Stop notices, wage orders, or other withholdings required by Applicable Law.
 - c. Contractor's failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
 - d. Failure to submit monthly Construction Schedule updates.
2. The Engineer may back charge the Contractor for any of the following reasons:
 - a. Defective or incorrect Work not remedied.
 - b. Damage to Agency property or a third party's property that was caused by Contractor.
 - c. Liquidated Damages.

- d. Non-attendance at meetings without prior cancellation notice.
- e. Failed inspections or re-inspections paid by the Agency.

7-3.3 Delivered Materials.

DELETE in its entirety and SUBSTITUTE with the following:

- 1. The cost of materials and equipment delivered but not incorporated into the Work will not be included in the progress estimate.

ADD the following:

7-3.3.1 Payment for Stored Materials on Site.

ADD the following:

7-3.3.1.1 General.

- 1. When authorized, Contractor may request payment for materials and equipment which has not been incorporated into the Work but will be at a later date and will be delivered and stored at the Project Site.
- 2. The material shall meet the Contract requirements and the material's required test results and certifications shall be filed with the Engineer.
- 3. Only non-perishable materials for major items of Work or Materials Subject to Price Adjustment shall be considered for payment for on-site storage. However, each individual item has a value of more than 1% of the Contract Price and shall become a permanent part of the Work.
- 4. Materials cost shall be evidenced by the manufacturer's paid invoice bearing the statement that Contractor has paid all invoices in full.
- 5. The payments for the stored materials shall not exceed the invoice price or 60% of the Bid prices for the pay items into which the materials are to be incorporated, whichever is less, unless otherwise approved by the Engineer.
- 6. Apply for the payment for materials stored on a form provided by the Engineer and attach documentation to show the following:
 - a. The amount paid on the invoice (or other record of production cost) for the stored items.
 - b. The dollar amount of the material incorporated into each of the various Work items for the month.
 - c. The amount that should be retained for stored materials.
 - d. That Contractor has received the materials and equipment free and are clear of all liens, charges, secured interests, and encumbrances.
 - e. That the materials and equipment are covered by the appropriate property insurance in accordance with the insurance provisions and other arrangements that protect the Agency's interest.
- 7. Contractor shall provide the Engineer, upon request and prior to any partial payment, documentation which transfers full legal title to such materials to the Agency conditional only upon receipt of the Final Payment. Such transfer of title or any partial payment shall not constitute acceptance by the Agency of the materials nor shall it void the right to reject materials subsequently found to be unsatisfactory in accordance with SECTION 4 – CONTROL OF MATERIALS. This shall also not relieve Contractor of any obligation arising under the Contract Documents.

8. The payments for materials on-site are subject to retention as set forth in 7-3.2, "Partial and Final Payment".
9. Contractor shall assume all risks associated with the loss or damage to the stored products for which payment has or has not been received.
10. Equipment and materials shall be stored in accordance with manufacturer's recommendations. The stored products shall be in a form ready for installation. The Agency shall not pay for raw materials or parts and pieces of equipment.
11. Any and all surplus materials that are not incorporated in the Work shall become Contractor's property at no additional cost to the Agency.
12. Unless specifically provided in the Contract, payment for the materials on hand shall not be included when determining the percentage of Work completed.
13. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight, and delivery.

The Agency reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary, for the progress of the Work. No markup shall be applied to any material provided by the Agency.

ADD the following:

7-3.3.1.2 Payment for Stored Materials Offsite.

1. The payment of materials and equipment delivered and stored offsite shall be contingent upon Contractor's compliance with the storage and protective maintenance requirements set forth in the Contract Documents and all other requirements necessary to preserve equipment warranties for the benefit of the Agency.
2. The Agency reserves the right to refuse approval for the payment of any equipment or materials suitably stored offsite in its sole discretion, regardless of whether all conditions in the Contract Documents have been met.
3. Partial payment may be made for products eligible for offsite delivery and storage only upon Contractor's presentation of a bill of sale, a paid invoice, or an affidavit certifying that the material is received by the Contractor free and clear of all liens, encumbrances, and secured interest of any kind including offsite delivery.
4. Partial payment for products delivered and stored offsite shall be contingent upon Contractor's compliance with the storage and protective maintenance requirements set forth in the Contract Documents and all other requirements necessary to preserve equipment warranties for the benefit of the Agency.
5. The cost of materials and equipment delivered but not incorporated into the Work will not be included in the progress estimate.
6. Costs associated with the delivery to and storage at an offsite facility shall be at Contractor's expense regardless of the Engineer's approval to deliver and store the materials.
7. Contractor shall provide written evidence to the Engineer of having made arrangements for unrestricted access by the Agency and the Agency's authorized representatives to the materials wherever stored, including provisions for the Agency to take control and possession of such materials at any time and without restriction. Contractor shall furnish the Engineer a

permit of entry, from the owner of the property, for at least 6 months after the NOC has been filed. The permit of entry shall contain information similar to the following:

PERMIT OF ENTRY: Permission is granted to the Agency and its designated employees or agents to enter upon the property described in this permit for a period of not less than 6 months after the NOC has been filed for the **TRAFFIC CALMING FOR PARK DRIVE, BLACK RAIL ROAD, PLUM TREE ROAD AND CARRILLO WAY** for the purpose of removing materials for which advance materials on hand payment has been made to (Contractor's Name). The property is owned by (Owner's Name) and is described as follows: (Address and Description of Property). (Include signature(s) and date(s) for owner and lessee or purchaser, and, if appropriate, attach a copy of a warehouse receipt or contract for storage.

8. The material shall be clearly marked and identified as being specifically fabricated, produced, and reserved for use on the Project. The Contractor shall provide payment documentation for the materials.

7-3.4 Mobilization.

ADD the following:

1. Mobilization consists of Work necessary for the movement of personnel, equipment, supplies, and incidentals to and from the Site; for establishment of all offices, buildings, storage yards, and other facilities necessary for the Work; and for all other Work and operations which shall be performed prior to beginning the Work and after completion of the Work on the various Contract items on the Site.
2. Contractor shall properly design the Project parameters to incorporate construction mobility for moving on and off the Site in a manner that limits disturbance to the surrounding residences, businesses, and any other citizens. This includes the designated staging areas, loading areas, and assemblage areas. Contractor shall consider and address access rights of the public at all times. Prepare a mobilization plan that shall describe and govern Contractor's mobilization activities.
3. When a Bid item has been provided for "Mobilization," payment for mobilization Work shall be distributed equally over the first 2 progress payments up to the Bid amount of the "Mobilization" Bid item but shall not exceed 3% of the Contract Price. If Contractor's Bid item for "Mobilization" exceeds 3% of the Contract Price, then anything above 3% of the Contract Price shall be paid as a part of the Final Payment.
4. The complete dismantling and removal of all of Contractor's properties, temporary facilities, equipment, materials, construction wastes, and personnel at the Site referred to as demobilization is included in the payment for mobilization, unless there is a Bid item for demobilization.

If a separate Bid item has not been provided for mobilization, the payment for mobilization is included in the Contract Price.

7-3.5 Contract Unit Prices.

7-3.5.1 General.

ADD the following:

1. Unit Bid prices shall not be subject to adjustment regardless of quantity used or if none is used for the following Bid items:
 - a. additional bedding
 - b. imported backfill
 - c. shoring
 - d. water services and connections
 - e. water pollution control items
 - f. point repairs for existing sewer mains
 - g. additional point repairs for existing sewer mains
 - h. sewer lateral connections
 - i. sewer lateral linings
 - j. traffic control
 - k. additional equipment
2. Should the actual quantity of an item of Work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than 50 percent, payment for the quantity in excess of 150 percent of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work per Section 2-8. The Extra Work per Section 2-8, basis of payment, shall not include fixed costs. Fixed costs shall be deemed to have been recovered by the Contractor through payment for 150 percent of the Bid quantity at the Contract Unit Price.
3. Should the actual quantity of an item of Work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than 50 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. If the Contractor so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work per Section 2-8; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for 50 percent of the Bid quantity at the Contract Unit Price.

ADD the following subsection:

7-3.9 Field Orders.

1. The Agency shall pay Field Order items of the Work in accordance with the limits below if the cumulative total of Field Orders does not exceed the "Field Orders" Bid Item:

Contract Price	Maximum Field Order Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
Greater than \$5,000,000	\$20,000

ADD the following subsection:

7-3.10 Compensation Adjustments for Price Index Fluctuations.

1. Unless otherwise specified, the provisions of this section apply only to the paving asphalt used in the following:
 - a. Asphalt Concrete Pavement
 - b. Asphalt Pavement Repair
 - c. Scheduled and Unscheduled Base Repair
 - d. Slurry Seal or any other asphalt emulsion
2. The compensation for paving asphalt shall be increased or decreased for paving asphalt price fluctuations in accordance with 7-3.11 "Compensation Adjustments for Price Index Fluctuations" in the Caltrans Standard Specifications.
3. The adjustment in compensation shall also be subject to the following:
 - a. Show the provided compensation adjustments separately on payment estimates. Contractor is liable to the Agency for decreased compensation adjustments and the Engineer may deduct the amount from moneys payable or that may become payable to Contractor.
 - b. In the event of an overrun of Contract Time, adjustment in compensation for asphalt binder included in estimates during the overrun period shall be determined using the California Statewide Crude Oil Price Index in effect on the first business day of the month within the pay period in which the overrun began.
 - c. In the event that the companies discontinue posting their prices for a field, the Engineer shall determine an index from the remaining posted prices. The Agency reserves the right to include in the index determination the posted prices of additional fields.
4. Contractor may opt out of the payment adjustments for price index fluctuations when specified in the Contract Documents by submitting a letter with the Bid.

7-4 PAYMENT FOR EXTRA WORK.

7-4.1 General.

ADD the following:

1. With every request for payment, Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under the Change Order by Contractor and Contractor's Subcontractors. The reporting format shall be approved by the Engineer.

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor.

ADD the following:

1. The Agency reserves the right to request the following:
 - a. Financial records of salaries for an employee.
 - b. Wage rates/Certified Payroll.
 - c. Bonuses and deductions.
2. Contractor shall list the labor rates of its personnel and Subcontractors who work on the Project. The payment for payroll records is included in the Contract Price.

3. If Contractor's proposal for Extra Work is based upon services and Work to be performed outside Normal Working Hours, the labor charges associated with the Extra Work shall consist of straight time wages and burdens plus the appropriate overtime or shift premium with no additional burdens, such as fringe benefits, on the premium portion.

7-4.2.3 Tool and Equipment Rental.

DELETE in its entirety and SUBSTITUTE with the following:

1. No payment shall be made for the use of tools which have a replacement value of \$200 or less.
2. Regardless of ownership, the rates and delay factors to be used in determining equipment rental costs shall not exceed those listed in the latest edition of the Caltrans publication entitled "Labor Surcharge and Equipment Rental Rates" preceding the date the Work is accomplished. The latest edition of the Caltrans publication is available at www.dot.ca.gov. The delay factors therein shall be used as multipliers of the rental rates for determining the value of costs for delay to the Contractor and Subcontractors, if any. The labor surcharge rates published therein are not a part of this Contract.
3. Contractor shall be entitled to a rental rate adjustment when Contractor can substantiate that the rental rates prevailing locally exceed the published rates by more than 15%. For equipment not listed in the Caltrans publication, rental rates shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed.
4. Whenever possible, Extra Work shall be accomplished using equipment available on Site or owned by Contractor. If a specific piece of equipment shall be rented to be used exclusively for the Extra Work, the rental rate shall be the invoiced rate. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the Extra Work shall be included.
5. If rental equipment is not being used or used intermittently and could be returned to its rental source rather than holding it at the Work Site, the Contractor shall return the equipment at no expense to the Agency unless Contractor elects to keep it at the Work Site at Contractor's expense.
6. The reported rental time for equipment already at the Work Site shall be the duration of its use on the Extra Work. This time shall begin when equipment is first used on Extra Work, plus the time required to move it from its previous site and back or from its previous site to a closer site.
7. All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used.

7-4.2.5 Invoices. Vendors' invoices for material, equipment rental and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the Agency may establish the cost of the item involved at the lowest price which was current at the time of the report.

7-4.3 Markup.

7-4.3.1 Work by the Contractor.

DELETE in its entirety and REPLACE with the following:

The following percentages shall be added to the Contractor’s costs and shall constitute the markup for all overhead and profits:

Labor	20
Materials	15
Equipment Rental	15
Other Items and Expenditures	15

To the sum of the costs and markups provided for in this section, 1% shall be added as compensation for bonding.

7-4.3.2 Work by a Subcontractor.

DELETE in its entirety and REPLACE with the following:

When all or any part of the Extra Work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor’s actual cost of such Work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the Extra Work and a markup of 5 percent on Work added in excess of \$5,000 of the subcontracted portion of the Extra Work may be added by the Contractor.

7-4.4 Daily Reports.

ADD the following:

Payment for Extra Work will not be made until such time that the Contractor submits completed daily reports and all supporting documents to the Engineer.

When the price for the Extra Work cannot be agreed upon, the Contractor shall submit a daily report to the Engineer on forms approved by the Agency. Included are applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized. Payment for Extra Work will not be made until such time that the Contractor submits completed daily reports and all supporting documents to the Engineer. Failure to submit the daily report by the close of the next Working Day may waive any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

The report shall:

1. Show names of workers, classifications, and hours worked.
2. Describe and list quantities of materials used.
3. Show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
4. Describe other services and expenditures in such detail as the Agency may require.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

DELETE this Section in its entirety and ADD the following:

8-1 GENERAL.

Field facilities for Agency personnel are not required.

END OF SECTION

INTRODUCTION TO PARTS 2 THROUGH 8

The Specifications contained in this 00 7400 Agency Supplemental Technical Provisions take precedence over the specification language contained in the Standard Specifications for Public Works Construction, "The Greenbook" latest edition and all errata. This specification addresses the unique conditions in Carlsbad that are not addressed in The Greenbook. Therefore, if there is a conflict, these Specifications shall control.

The Greenbook may be purchased at Bidder/Contractors local technical bookstore or directly from the publisher. These Agency Supplemental General Provisions are available only for download from the online bidding portal with Contract Documents. The Agency does not provide hard copies.

When used in the Contract Documents, statements or command phrases (active voice and imperative mood) refer to and are directed at the "Bidder" or "Contractor" as applicable. The Specifications are written to the "Bidder" before award and the "Contractor" after award. Before award, interpret sentences written in the imperative mood as starting with "The Bidder shall." Interpret the term "you" as "the Bidder" and interpret the term "your" as "the Bidder's." After award, interpret sentences written in the imperative mood starting with "The Contractor shall." Interpret the term "you" as "the Contractor" and interpret the term "your" as "the Contractor's."

PART 2 CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General.

ADD the following:

1. Aggregate base shall be Crushed Aggregate Base per Greenbook Section 200-2 and as specified in this section.

200-2.2 Crushed Aggregate Base.

200-2.2.1 General.

ADD the following:

Crushed Aggregate Base shall be free from organic matter and other deleterious substances, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm, stable base.

1. The aggregate shall not be treated with lime, cement or other chemical material before tests are performed.
2. Samples for testing shall represent every 500 cubic yards or one day's production, whichever is smaller. If the results of the aggregate grading tests do not meet the requirements for

Percentage Passing Sieve as specified in Table 200-2.2.2, but meet the Quality Requirements as specified in Table 200-2.2.3, placement of the aggregate base may be continued for the remainder of that day. However, another day's Work may not be started until test results indicate to the satisfaction of the Engineer that the next material to be used in the Work will comply with the requirements specified for Percentage Passing Sieve.

3. If the results of both the aggregate grading and Sand Equivalent tests do not meet the requirements of Section 200-2.2, the aggregate base which is represented by these tests shall be removed. However, if requested by the Contractor, and approved at the sole discretion of the Engineer, the aggregate base may remain in place and the Contractor shall pay to the Agency \$50 per cubic yard for such aggregate base left in place. The Agency may deduct this amount from any moneys due, or that may be come due, to the Contractor under the Contract.

SECTION 201 – CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

MODIFY TABLE 201-1.1.2 as follows:

**TABLE 201-1.1.2
PORTLAND CEMENT CONCRETE**

Type of Construction	Concrete Class	Maximum Slump (Inches)
All Concrete Used Within the Right-of-Way	560-C-3250 ⁽¹⁾	⁽²⁾
Trench Backfill Slurry	190-E-400	8"
Street Light Foundations and Survey Monuments	560-C-3250	4"
Traffic Signal Foundations	650-CW-4000	4"
Concreted-Rock Erosion Protection	520-C-2500P	per Table 300-11.3.2

(1) Except that concrete required to be of higher strength by Table 201-1.1.2 SSPWC shall be as per Table 201-1.1.2 SSPWC.

(2) As per Table 201-1.1.2 SSPWC.

201-1.2.1 Cement.

SUBSTITUTE the following:

- a) **Portland Cement.** Portland Cement shall be Type II or V Portland cement conforming to ASTM C150 and the optional requirements of ASTM C150, Table 2 for maximum equivalent alkalis (Na₂O + 0.658K₂O) of 0.60 percent.

SECTION 203 – BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE.

203-6.1 General.

DELETE in its entirety and REPLACE with the following:

Asphalt Concrete (AC) for patches shall be Type III-C3-PG 64-10-R0. No recycled asphalt pavement (RAP) shall be used in the AC mix used for patching.

Asphalt Concrete for overlay shall be Type III-C3-PG 64-10-R15. Asphalt Concrete in base course, if necessary or required by the City Inspector, shall be Type III-B2-PG 64-10-R15. No more than 15% RAP shall be used in the full width overlay and base course AC mixes.

Unless otherwise specified in the Special Provisions or shown on the Plans, asphalt concrete mixtures shall conform to 203-6.4.

203-6.3 Job Mix Formula (JMF) and Mix Designs.

203-6.3.1 General.

DELETE in its entirety and REPLACE with the following:

1. The Contractor shall submit in accordance with 3-8, a JMF that summarizes each asphalt concrete mix design for each class and grade of asphalt concrete required to construct the Work. Supporting information for the WMA technology and/or recycling agent, if included in a mixture, shall also be submitted.
2. The JMF shall identify the source and the individual grading of each material used to produce the mix design (including the percentage and individual gradation of any manufactured or natural sands), the combined gradation, the OBC, void content, RAP percentage, RAP gradation, RAP binder content, stability value, plant identification, mix number, WMA technology, and the source and performance grade of the paving asphalt. The mix design test data represented by the JMF shall be submitted to the Engineer with the JMF.
3. When greater than 20 percent RAP is to be included in a mixture, a mix design shall be submitted. The submittal shall include supporting information showing the viscosity of the individual binders (both the virgin paving asphalt grade and that of the binder recovered from the RAP); and the amount of recycling agent, if any, and the blended final viscosity in accordance with AASHTO M323.
4. For all mixtures, the asphalt binder content shall be defined as the total bituminous material present in the mix consisting of the blend of virgin paving asphalt, residual paving asphalt from RAP, and recycling agent.
5. When a mix design is more than 30 Calendar Days old, the JMF must indicate that the combined gradation is ± 3 percent from the referenced mix design based on a 30-day moving average or a minimum of the 10 most current results. If the combined aggregate gradation is not within ± 3 percentage points of the gradation shown on the referenced mix design on any sieve, if the source of any aggregate is changed, the performance grade or source of paving asphalt is changed, the grade or source of any other component of asphalt concrete is

changed, or the mix design is over 1 year old, a new mix design shall be prepared and a new JMF shall be submitted to the Engineer for approval.

6. Asphalt Concrete shall be Class C2-PG-64-10.

203-6.3.2 Hveem Mix Design Method.

DELETE the fourth paragraph and REPLACE with the following:

1. Unless viscosity and blending charts developed in accordance with AASHTO M323 show otherwise, mix designs for mixtures containing more than 20 percent RAP shall drop the high temperature requirement of the virgin paving asphalt by one performance grade and drop the low temperature requirement by a minimum of one performance grade, e.g., a specified "PG 64-10" shall become a "PG 58-22 or "PG 58-16".

203-6.4.1 Class and Grade.

DELETE letters b) and d) and REPLACE with the following:

- b) "R0" if the mixture does not contain RAP, e.g., "C3-PG 64-10-R0".
- c) "WMA" if the mixture uses a warm mix asphalt technology, e.g., "C2-PG 64-10-WMA".

203-6.4.4 Composition and Grading.

ADD the following:

Table 203-6.4.4, design criteria, shall be modified per the following table, the gradation shall stay the same:

Table 203-6.4.4 – Modified (Design Criteria)

Sieve Size	Percentage Passing Sieves							
	A	B	C1	C2	D1	D2	E	F
	Dense Coarse	Dense Medium Coarse	Coarse Medium	Dense Medium	Coarse Fine	Dense Fine	Extra Fine	Channel Liner
1-1/2" (37.5 mm)	100							
1" (25 mm)	90-100	100						
¾" (19.0 mm)	78-90	87-100	100	100				
½" (12.5 mm)	64-78	70-87	90-100	95-100	100	100		
3/8" (9.5 mm)	54-68	55-76	72-88	72-88	90-100	95-100	100	100
No. 4 (4.75 mm)	34-48	35-52	40-54	46-60	40-54	58-72	65-85	95-100
No. 8 (2.36 mm)	25-35	22-40	18-34	28-42	20-32	34-48	45-65	70-84
No. 30 (600 µm)	12-22	8-24	8-20	15-27	6-18	18-32	22-38	36-50
No.50 (300 µm)	8-16	5-18	4-14	10-20	2-12	13-23	16-28	23-35
No. 200 (75 µm)	3-6	0-7	1-6	2-7	0-5	2-9	6-12	6-12
Asphalt Binder %	4.5-6.0	4.7-6.5	5.0-6.5	5.0-6.5	5.3-7.0	5.3-7.0	6.0-8.0	8.0-10.0
Hveem Stability "S Value" (min.)	37	37	35	35	32	32		
Air Voids ¹	4%	4%	4%	4%	4%	4%		

203-6.5.1 Class and Grade.

DELETE the list and REPLACE with the following:

- a) No suffix if the mixture contains RAP in an amount up to 20 percent.
- b) "R0" if the mixture does not contain RAP, e.g., "III-C3-PG 64-10-R0".
- c) "R" and the percentage of RAP if the mixture contains greater than 20 percent, e.g. "III-C3-PG 64-10-R25".
- d) "WMA" if the mixture uses a warm mix asphalt technology, e.g., "III-C3-PG 64-10-WMA".

203-6.5.4 Table.

DELETE in its entirety and REPLACE with the following:

CLASS	B2		B3	
Sieve Size	Individual Test Result	Moving Average	Individual Test Result	Moving Average
1" (25.0 mm)	100	100	100	100
3/4" (19.0 mm)	87-100	90-100	90-100	95-100
3/8" (9.5 mm)	50-80	60-75	60-84	65-80
No. 4 (4.75 mm)	30-60	40-55	40-60	45-60
No. 8 (2.36 mm)	22-44	27-40	24-50	30-45
No. 30 (600 µm)	8-26	12-22	11-29	15-25
No. 200 (75 µm)	1-8	3-6	1-9	3-7
Asphalt Binder %	4.8-6.5		4.8-6.5	
Air Voids %	4%		4%	
CLASS	C2		C3	
Sieve Size	Individual Test Result	Moving Average	Individual Test Result	Moving Average
3/4" (19.0 mm)	100	100	100	100
1/2" (12.5 mm)	89 -100	95 -100	89 -100	95 - 100
3/8" (9.5 mm)	70-94	75-90	74 -100	80-95
No. 4 (4.75 mm)	44-72	50-67	50- 78	55-72
No. 8 (2.36 mm)	30-54	35-50	32-60	38-55
No. 30 (600 µm)	10-34	15 - 30	14 - 38	18 - 33
No. 200 (75 µm)	2-10	4-7	2-10	4-8
Asphalt Binder %	5.0 - 6.8		5.0 - 7.0	
Air Voids %	4%		4%	
CLASS	D		F	
Sieve Sizes	Combined Average		Combined Average	
1/2" (12.5 mm)	100		-	
3/8" (9.5 mm)	95-100		100	
No. 4 (4.75 mm)	65-85		95-100	
No. 8 (2.36 mm)	50-70		70-80	
No. 30 (600 µm)	28-40		35-50	
No. 200 (75 µm)	5-14		7-16	
Asphalt Binder %	6.0-8.0		8.0-10.0	
Air Voids	4%			

203-6.8 Storage.

DELETE in its entirety and REPLACE with the following:

1. Storage of asphalt concrete shall not be allowed. Asphalt concrete shall be transferred from the mixer by a method that does not cause segregation.

203-6.10 Sampling.

ADD the following:

Evaluation of asphalt concrete shall be determined from samples of final asphalt concrete material. In addition to evaluation of the final asphalt material, samples of aggregate, RAP, and asphalt binder will be taken for testing. In case of dispute between the Contractor and the Agency, the Engineer has the authority to request core samples for analysis from the placed asphalt concrete for any of the acceptance criteria, at the locations determined by the Engineer. All samples shall be taken in accordance with California Test 125, and the following table:

Sampling	Location
Asphalt Concrete	<ul style="list-style-type: none">• Trucks, or• Mat behind the paver
Aggregate	<ul style="list-style-type: none">• Cold feed belts, or• Hot bins prior to addition of asphalt binder
RAP	<ul style="list-style-type: none">• RAP system, or• RAP feed belts
Asphalt Binder	<ul style="list-style-type: none">• Asphalt binder supplier, or• Storage tanks at the plant during production

When behind the paver or core samples of asphalt concrete are to be used for evaluation, sufficient size samples shall be taken to ensure representative and adequate quantity of material for the required testing.

When using core samples, the samples must be properly prepared to safeguard against influx of outside contaminants and so that the cut surfaces do not influence the test results.

Material samples of the asphalt concrete shall be on a lot basis. A standard lot shall be equal to 1 day's production or 750 tons, whichever is smaller. The samples and testing results shall be representative of their entire sample lot.

1. Evaluation and acceptance of asphalt concrete shall be determined from samples of final asphalt concrete material. In addition to evaluation of the final asphalt material, samples of aggregate, RAP, and asphalt binder shall be taken for testing. In case of dispute between the Contractor and the Agency, the Engineer has the authority to request core samples for analysis from the placed asphalt concrete for any of the acceptance criteria, at the locations

determined by the Engineer. All samples shall be taken in accordance with California Test 125, and the following table:

TABLE 203-6.10

Sampling	Location
Asphalt Concrete	<ul style="list-style-type: none"> • Trucks, or • Mat behind the paver
Aggregate	<ul style="list-style-type: none"> • Cold feed belts, or • Hot bins prior to addition of asphalt binder
RAP	<ul style="list-style-type: none"> • RAP system, or • RAP feed belts
Asphalt Binder	<ul style="list-style-type: none"> • Asphalt binder supplier, or • Storage tanks at the plant during production

2. When behind the paver or core samples of asphalt concrete are to be used for evaluation, sufficient size samples shall be taken to ensure representative and adequate quantity of material for the required testing.
3. When using core samples, the samples must be properly prepared to safeguard against influx of outside contaminants and so that the cut surfaces do not influence the test results.
4. Material samples of the asphalt concrete shall be on a lot basis. A standard lot shall be equal to 1 day's production or 750 tons, whichever is smaller. The samples and testing results shall be representative of their entire sample lot.

203-6.11 Acceptance.

DELETE in its entirety and REPLACE with the following:

1. Acceptance of asphalt concrete mixtures will be based upon conformance to the gradation, asphalt binder content, air voids, and minimum stability values shown in Table 203-6.4.4. Air void values shall be between 2% and 6%. The asphalt binder content shall be within +/- 0.4 percent of the OBC shown on the respective job mix formula.
2. Acceptance of Type III asphalt concrete mixtures will be based upon conformance to the gradation, asphalt binder content, air voids, and minimum stability values shown in Tables 203-6.5.4 (A) and 203-6.5.4 (B). Air void values shall be between 2% and 6%. The asphalt binder content shall be within +/- 0.4 percent of the OBC shown on the respective job mix formula.
3. Should plant gradation test results be unavailable and allowed by the Engineer, gradation may be determined in accordance with ASTM D2172 or by AASHTO T 308 with adherence to the aggregate correction factor therein. In the case of a continued dispute, final acceptance of plant produced mixtures may be based upon binder content, stability and air void values.
4. When dissimilar surface course mix characteristics are the result of production and delivery from multiple plants, the Engineer may require production and delivery from only 1 plant during any 1 day of production.

SECTION 206 – MISCELLANEOUS METAL ITEMS

ADD the following:

206-7 TRAFFIC SIGNS.

206-7.1 Roadside Signs.

1. This Work shall consist of furnishing and installing roadside signs in accordance with details shown on the Plans, the California Sign Specifications and these special provisions. Permanent and temporary signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 25 feet. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive overspray, and aluminum marks.

206-7.1.2 Sign Identification.

1. The following notation shall be placed on the lower right side of the back of each sign where the notation shall not be blocked by the sign post or frame:
 - A. **PROPERTY OF THE CITY OF CARLSBAD,**
 - B. Name of the sign manufacturer,
 - C. Month and year of fabrication,
 - D. Type of retroreflective sheeting, and
 - E. Manufacturer's identification and lot number of retroreflective sheeting.
2. The above notation shall be applied directly to the aluminum sign panels in 1/4-inch upper case letters and numerals by die-stamp and applied by similar method to the fiberglass reinforced plastic signs. Painting, screening, or engraving of the notation will not be allowed. The notation shall be applied without damaging the finish of the sign.

206-7.1.3 Drawings.

1. Standard signs shall be as per the most recently approved California Sign Specifications. The date of approval shall be the date most closely preceding the date of manufacture of the sign(s) or the date of the "Notice to Proceed" of this Contract, whichever is most recent.

206-7.1.4 Reflective Sheeting.

1. All advisory signs, warning signs and all regulatory signs shall be fabricated with Type IV prismatic sheeting (High Intensity Prismatic or equivalent) or Type IX prismatic cube lens sheeting (Diamond Grade VIP or equivalent) in accordance to ASTM Designation D4956 and conforming to the requirements of these special provisions.

206-7.1.5 Sign Panel.

1. Sign panels shall be fabricated from sheet aluminum in accordance with ASTM Designation B209. Sheet aluminum shall be pretreated in accordance to ASTM Designation B449. The surface of sheet aluminum shall be cleaned, deoxidized, and coated with a light and tightly adherent chromate conversion coating free of powdery residue. The conversion coating shall be Class 2 with a mass between 10 milligrams per square foot. Following the cleaning and coating process, the sheet aluminum shall be protected from exposure to grease, oils, dust, and contaminants. Sheet aluminum shall be free of buckles, warps, dents, cockles, burrs, and defects resulting from fabrication.

206-7.1.6 Mounting Traffic Signs.

1. Traffic signs shall be installed on 10-gage or 12-gage cold-rolled steel perforated tubing posts as shown on San Diego Regional Standard Drawing M-45 or, when the sign area exceeds the maximum area allowed for on that drawing, on multiple 10-gage or 12-gage cold-rolled steel perforated tubing posts. The number of posts shall be determined by the parameters in SDRS Drawing M-45 or as approved by the Engineer. Traffic signs will be provided with back braces and mounting blocks as approved by the Engineer consisting of 10-gage or 12-gage cold-rolled steel perforated tubing when multiple posts are used.

206-7.1.6 Traffic Sign Posts.

1. Posts shall be constructed of 10-gage or 12-gage cold-rolled steel perforated tubing posts as shown on San Diego Regional Standard Drawing M-45.

206-7.2 Temporary Traffic Signs.

1. Temporary traffic signs shall consist of all signs used for the direction, warning, and regulation of vehicle (including bicycle) and pedestrian traffic during the Contractor's performance of the Work. Temporary traffic signs include both stationary and portable signs.

206-7.2.1 General.

1. This Work shall consist of furnishing and installing temporary signs in accordance with details shown on the Plans, the California Sign Specifications and these special provisions. Permanent and temporary signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 25 feet. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive overspray, and aluminum marks.

206-7.2.2 Drawings.

1. Standard signs shall be as per the most recently approved California Sign Specifications. The date of approval shall be the date most closely preceding the date of manufacture of the sign(s) or the date of the "Notice to Proceed" of this contract, whichever is most recent.

206-7.2.3 Reflective Sheeting.

1. All advisory signs, warning signs and all regulatory signs shall be fabricated with Type IV prismatic sheeting (High Intensity Prismatic or equivalent) or Type IX prismatic cube lens sheeting (Diamond Grade VIP or equivalent) in accordance to ASTM Designation D4956 and conforming to the requirements of these special provisions.

206-7.2.4 Sign Panel.

1. Sign panels shall be fabricated from sheet aluminum in accordance with ASTM Designation B209. Sheet aluminum shall be pretreated in accordance to ASTM Designation B449. The surface of sheet aluminum shall be cleaned, deoxidized, and coated with a light and tightly adherent chromate conversion coating free of powdery residue. The conversion coating shall be Class 2 with a mass between 10 milligrams per square foot. Following the cleaning and coating process, the sheet aluminum shall be protected from exposure to grease, oils, dust, and contaminants. Sheet aluminum shall be free of buckles, warps, dents, cockles, burrs, and defects resulting from fabrication.

206-7.2.5 Stationary Mounted Temporary Traffic Signs.

1. Stationary mounted temporary traffic signs shall be installed on 10-gage and 12-gage cold-rolled steel perforated tubing posts in the same manner shown on the State of California, Department of Transportation Standard Plans RS1, RS2, RS3 and RS4 for installation of roadside signs, except as follows:
 - a. Wood posts shall not be used.
 - b. Back braces and blocks for sign panels will not be required.
 - c. The height to the bottom of the sign panel above the edge of traveled way shall be at least 2.1 m (7').
 - d. Unless otherwise shown on the Plans, traffic signposts shall conform in materials and installation to SDRS Drawing M-45 and shall have 1 post provided for each 0.48 m² (5 ft²) of sign area, or the signs may be installed on existing lighting standards when approved by the Engineer.
 - e. Sign panels mounted on temporary traffic signposts shall conform to the requirements of these special provisions.

206-7.2.6 Temporary Traffic Sign Posts.

1. Posts shall be 10-gage or 12-gage cold-rolled steel perforated tubing used for the support and stabilization of stationary mounted temporary signs. Post size and number of posts shall be as shown on the Plans, except that when stationary mounted signs are installed and the type of sign installation is not shown on the Plans, post size and the number of posts will be determined by the Engineer. Sign panels for stationary mounted signs shall consist of reflective sheeting applied to a sign substrate.

206-7.2.7 Portable Temporary Traffic Signs.

1. Each portable temporary traffic sign shall consist of a base, standard or framework and a sign panel. The units shall be capable of being delivered to the site of use and placed in immediate operation. Sign panels for portable signs shall conform to the requirements of these special

provisions, or shall be cotton drill fabric, flexible industrial nylon fabric, or other approved fabric. Fabric signs shall not be used during the hours of darkness. Size, color, and legend requirements for portable signs shall be as described for stationary mounted sign panels in section 206-7.2 of these special provisions. The height to the bottom of the sign panel above the edge of traveled way shall be at least 0.3-m (12"). All parts of the sign standard or framework shall be finished with 2 applications of orange enamel which will match the color of the sign panel background. Testing of paint will not be required.

ADD the following subsection:

206-8 LIGHT GAGE STEEL TUBING AND CONNECTORS.

206-8.1 General.

1. This Section pertains to 10-gage and 12-gage cold-rolled steel perforated tubing used for the support and stabilization of signs. All shapes shall have a galvanized finish and shall be cold-roll-formed steel conforming to ASTM Designation A-446, Grade A. Galvanizing shall conform to ASTM A-525, Designation G-90. Galvanizing shall be performed after all forming and punching operations have been completed. Cold-rolled steel perforated tubing shall be perforated on all 4 faces with 11mm (7/16") holes on 25 mm (1") centers.

206-8.2 Tolerances.

1. Wall thickness tolerance shall not exceed +0.28 mm, -0.13 mm (+0.011", -0.005"). Convexity and concavity measured in the center of the flat side shall not exceed a tolerance of +0.25 mm (+0.010") applied to the specific size determined at the corner. Straightness tolerance variation shall not exceed 1.6 mm in 1 m (1/16 " in 3'). Tolerance for corner radius is 4.0mm (5/32"), plus or minus 0.40 mm (1/64"). Weld flash on corner-welded square tubing shall permit 3.60 mm (9/64") radius gage to be placed in the corner. Using 10-gage or 12-gage square tube, consecutive size tubes shall telescope freely for 3.1m (10'). Tolerance on hole size is plus or minus 0.40 mm (1/64") on a size. Tolerance on hole spacing is plus or minus 3.2 mm in 6.1 m (1/8" in 20'). In addition, for the following specific sizes of light gage steel tubing, dimensional tolerances shall not exceed those listed in tables 206-8.2 (A) and 206-8.2(B).

**TABLE 206-8.2(A)
LIGHT GAGE STEEL TUBING SIZE TOLERANCE**

Nominal Outside mm	Dimensions (inches)	Outside Tolerance for mm	All Sides at Corners (inches)
25 x 25	(1 x 1)	0.13	0.005
32 x 32	(1 ¹ / ₄ x 1 ¹ / ₄)	0.15	0.006
38 x 38	(1 ¹ / ₂ x 1 ¹ / ₂)	0.15	0.006
44 x 44	(1 ³ / ₄ x 1 ³ / ₄)	0.20	0.008
51 x 51	(2 x 2)	0.20	0.008
56 x 56	(2 ³ / ₁₆ x 2 ³ / ₁₆)	0.25	0.010
57 x 57	(2 ¹ / ₄ x 2 ¹ / ₄)	0.25	0.010
64 x 64	(2 ¹ / ₂ x 2 ¹ / ₂)	0.25	0.010
51 x 76	(2 x 3)	0.25	0.010

TABLE 206-8.2(B)
LIGHT GAGE STEEL TUBING SQUARENESS OF SIDES AND TWIST

Nominal Outside Dimension mm	Dimension (Inches)	Squareness ⁽¹⁾ mm (Inches)		Twist Permissible mm ⁽²⁾	in 900 mm (3") (Inches) ⁽²⁾
25 x 25	(1 x 1)	0.15	0.006	1.3	0.050
32 x 32	(1- ¹ / ₄ x 1- ¹ / ₄)	0.18	0.007	1.3	0.050
38 x 38	(1- ¹ / ₂ x 1- ¹ / ₂)	0.20	0.009	1.3	0.050
44 x 44	(1- ³ / ₄ x 1- ³ / ₄)	0.25	0.010	1.6	0.062
51 x 51	(2 x 2)	0.30	0.012	1.6	0.062
56 x 56	(2- ³ / ₁₆ x 2- ³ / ₁₆)	0.36	0.014	1.6	0.062
57 x 57	(2- ¹ / ₄ x 2- ¹ / ₄)	0.36	1.014	1.6	0.062
64 x 64	(2- ¹ / ₂ x 2- ¹ / ₂)	0.38	0.015	1.9	0.075
51 x 76	(2 x 3)	0.46	0.018	1.9	0.075

⁽¹⁾ Tubing may have its sides failing to be 90 degrees to each other by the tolerance listed.

⁽²⁾ Twist is measured by holding down the edge of one end of a square tube on a surface plate with the bottom side of the tube parallel to the surface plate, and noting the height that either corner on the opposite end of the bottom side is above the surface plate.

206-8.3 Fasteners.

1. Fasteners used to assemble cold-rolled steel perforated tubing shall be steel “pull-through” electrogalvanized rivets with 9.5 mm (3/8”) diameter shank, 22 mm (7/8”) diameter head, and a grip range of from 5 mm (0.200”) to 0.90 mm (0.356”). The fasteners shall conform to ASTM B-633, Type III.

ADD the following subsection:

206-9 PORTABLE CHANGEABLE MESSAGE SIGN.

206-9.1 General.

1. Each portable changeable message sign (PCMS) unit shall consist of a controller unit, a power supply, and a structural support system all mounted on a trailer. The PCMS unit shall be assembled to form a complete self-contained portable changeable message sign, which can be delivered to the site of the Work and placed in immediate operation. The complete PCMS unit shall be capable of operating in an ambient air temperature range of -20°C (-4°F) to +70°C (158°F) and shall not be affected by unauthorized mobile radio transmissions.
2. The trailer shall be equipped so that it can be leveled and plumbed. Full operation height shall be with the bottom of the sign at least 2.1 m (7') above the ground and the top no more than 4.4 m (14.5') above the ground. After initial placement, PCMS shall be moved from location to location as directed by the Engineer.

206-9.2 Message Board.

1. The message displayed on the PCMS shall be visible from a distance of 460 m (1500') and shall be legible from a distance of 230 m (750'), at noon on a cloudless day, by persons with vision

corrected to 20/20. The sign panel shall be 3-line matrix and shall display not less than 7 characters per line. Sign messages to be displayed shall be as approved by the Engineer. The sign face shall be flat black and shall be protected from glare of the sun by a method which does not interfere with the clarity of the sign message. The sign shall be raised and lowered by means of a power driven lifting mechanism. The matrix sign shall be capable of complete alphanumeric selection.

2. Lamp matrix type signs shall be equipped with an automatic dimming operational mode that automatically compensates for the influence of a temporary light source or other abnormal lighting conditions. The sign shall have manual dimming operation modes of 3 or more different lamp intensities.
3. Matrix signs not utilizing lamps shall be either internally or externally illuminated at night.
4. The controller shall be an all solid-state unit containing all the necessary circuitry for the storage of at least 5 pre-programmed messages. The controller shall be installed in a location allowing the operator to perform all functions from 1 position. A keyboard entry system shall be provided to allow an operator to generate an infinite number of additional messages over the pre-programmed stored messages. The keyboard shall be equipped with a security lockout feature to prevent unauthorized use of the controller. The controller shall contain a nonvolatile memory to hold the keyboard created messages in memory during periods when the power is not activated. The controller shall provide for a variable message display rate which allows the operator to match the information display to the speed of the approaching traffic. The flashing off time shall be operator adjustable within the control cabinet.

206-9.3 Operation and Maintenance.

1. PCMS shall be furnished, placed, operated, and maintained at locations shown on the Plans, specified in this section, or designated by the Engineer. The PCMS will be diligently maintained and repaired by the Contractor throughout the Project in accordance with the manufacturer's recommendations. When ownership is transferred to the Agency (at the end of the job), it must be demonstrated to be in good working condition, and meet the provisions of these Specifications, including current registration.

206-9.4 Measurement and Payment.

The Contract unit price PCMS shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the Work involved in furnishing, placing, operating, maintaining, repairing, replacing, transporting from location to location, and delivery of the signs to the Agency at the completion of the construction, in good working order, and as directed by the Engineer, and no other compensation will be made.

SECTION 211 – MATERIAL TESTS

211-6 RAP CORRECTION FACTOR.

211-6.1 General.

DELETE in its entirety and REPLACE with the following:

1. A RAP correction factor must be determined for asphalt concrete mixtures containing greater than 20 percent RAP. The RAP correction factor shall be determined in accordance with Caltrans Lab Procedure LP-9 dated May 22, 2006. This factor shall be used in determining the combined gradation of the virgin aggregates and RAP.

PART 3 CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEANING AND GRUBBING.

DELETE the following section:

300-1.2 Root Pruning and Tree Trimming.

300-1.3 Measurement.

DELETE in its entirety and REPLACE with the following:

1. Clearing and grubbing, if measured for payment, will be measured by the acre or lump sum.

300-1.4 Payment.

DELETE the second sentence.

300-2 UNCLASSIFIED EXCAVATION.

300-2.1 General.

ADD the following:

Unclassified excavation shall include removal and stockpile of suitable material, recompaction, mixing, grading for mitigation work, trenching and backfilling of storm drains, sewers, other utilities, disposal of unsuitable materials not included in the bid item for clearing and grubbing, all cut and fill including removal and recompaction of soil salvaging clean excavated material and filling areas to the required grades and cross section. Unclassified excavation shall be utilized onsite to make all fills shown on the plans. Unclassified excavation shall also include scarification and moisture adjustment and compaction of the top 300 mm (1') of the subgrade in the roadway prism in cut areas to 95 percent relative compaction, wetland mitigation grading and attendant work, export of remaining excess material to a disposal site or spoil area acquired by the Contractor and pumping and disposal of storm and ground water.

300-2.2.1 General.

ADD the following to the first paragraph:

Such direction may include, but is not limited to, directing the Contractor to blend, adjust moisture content of, rework, and place unsuitable soils at specific locations or elevations on the site.

ADD the following:

Alluvial and colluvial removal and recompaction shall consist of excavating, blending and recompacting loose soils in areas that are designated to receive fills. The existing loose soils shall be removed by the Contractor until a firm unyielding surface is exposed or to a depth determined by the Engineer. If the excavated material contains 4%, or more, water than the optimum moisture content the Contractor shall blend the wet soil with soils having a lower moisture content and/or spread the excavated material in a manner that enables the material to dry to optimum moisture content. The cost of spreading and/or drying shall be included in the contract

unit price for removal and recompaction. The excavated material shall be placed and compacted in accordance with section 300-4 of the specifications except that section 300-4.9, Measurement and Payment, shall not apply.

300-2.9 Payment. Substitute the following: Payment for all unclassified excavation shall be incidental to the item requiring excavation to depth specified on the plan and/or standard drawing and no additional compensation will be allowed therefor.

ADD the following subsection:

300-2.10 Grading Tolerance. The Contractor shall finish excavated areas other than slopes and subgrade below structures, within the roadway and sidewalk areas within 30 mm (0.1') of the grades shown on the plans. Subgrade tolerances shall conform to the requirements of section 301-1.4.

300-3 STRUCTURE EXCAVATION AND BACKFILL.

300-3.1 General.

ADD to first paragraph:

Care shall be taken in performing structure excavation of the soldier pile wall lagging in order to minimize the formation of voids behind the lagging that will need to be backfilled. At end of the work shift, lagging shall be in place the full height of the exposed excavation face.

300-3.5 Structure Backfill.

300-3.5.1 Requirements.

ADD to First paragraph:

Structure backfill behind the soldier pile wall lagging shall be compacted by hand tamping, mechanical compaction or other measure approved by the engineer. Structure backfill in fill area behind the lagging shall be keyed into the existing or excavated back slope.

REPLACE: a) Consolidation of structure backfill by jetting will not be permitted.

ADD: A two-sack sand and cement slurry may also be used for structural fill as an alternative to compacted soil. Samples of the slurry should be fabricated and tested for compressive strength during construction. A 28-day compressive strength of 100 pounds per square inch (psi) or more is recommended for the sand and cement slurry. Crushed rock (¾-inch) completely wrapped in filter fabric (Mirafi 140N or approved equivalent) may also be used as backfill in confined areas.

300-4 UNCLASSIFIED FILL.

300-4.2 Preparation of Placement Areas.

MODIFY second sentence to:

The areas shall then be scarified to a minimum depth of 12 inches, moisture condition to slightly above optimum moisture content and recompacted to 90 percent of the maximum dry density as evaluated by ASTM D1557 unless otherwise approved by the Geotechnical Engineer.

ADD:

In areas of saturated or pumping subgrade, a geogrid such as Tensar BX-1200, Terragrid RX1200 or Mirafi BXG120 (or approved equivalent) may be placed directly on the excavation bottom, and then covered with at least 12 inches of ¾-inch Aggregate Base (AB). Once the subgrade is firm enough to attain compaction with the AB, the remainder of the excavation may be backfilled. It may be necessary to place additional AB to stabilize the subgrade sufficiently to place fill.

Add the following section:

300-12 STORM WATER POLLUTION PREVENTION PLAN.

ADD the following section:

300-13.1 Dewatering.

Dewatering consists of discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities. The Contractor shall submit a dewatering and discharge work plan. All work associated with dewatering shall be performed per this specification and Section 3-12.6.4 of the latest version of SSPWC.

Submittals:

1. Submit a dewatering plan and related supporting information detailing proposed plan and methodology of dewatering, treatment, and disposal of accumulated water.
 - a. Dewatering plan shall include proposed dewatering system layout and manufacturer cut sheets for equipment necessary to perform dewatering.
 - b. Identify the location, type and size of dewatering devices and related equipment, the size and type of materials composing the collection system, the size and type of equipment to be used to retain and treat accumulated water, and the proposed disposal locations.
2. Submit copies of permits from jurisdictions governing disposal of the groundwater.

Dewatering, treatment and disposal of water shall be performed in conformance with the following requirements:

1. Conduct dewatering activities under the Caltrans's Field Guide for Construction Site Dewatering.
2. Discharge from dewatering activities shall not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
3. Discharge from dewatering activities shall only be used within the project limits as dust control. Excess discharge that is not used for dust control shall be disposed of by the Contractor in accordance with the Order R9-2015-0013 NPDES NO. CAG919003 or Order WQ 2022-0057-DWQ NPDES No. CA000002 if applicable.
4. Discharge from dewatering activities that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface shall not be used for dust control and shall be disposed of by the Contractor. The Contractor shall notify the Engineer immediately upon discovering any such condition.

Subsurface exploration performed for the project on March 16, 2017, by Group Delta 9245 Activity Road, Suite 103, San Diego, California 92126; Phone: 858-536-1000. These investigations are provided for reference and information and are presented in the following reports:

Report of Geotechnical Investigation
Park Drive Street and Drainage Improvements
Carlsbad, California
Dated June 1, 2020

Geotechnical Recommendations
Park Drive Street and Drainage Improvements
Carlsbad, California
Dated June 30, 2021

By submitting a bid, the bidder is deemed to have examined the above referenced reports, and is familiar with the findings, recommendations, and conclusions contained therein, and has included with bid all costs associated with groundwater control and dewatering, special remedial earthwork and excavation requirements, and of fill and compaction requirements. It shall be assumed that construction shall be performed in wet conditions that require dewatering. It shall be the responsibility of the Contractor to make provisions for soil conditions that differ from those reported in the soils report referenced above.

300-13.2 Payment. The contract lump sum price paid for the dewatering work shall include full compensation for the dewatering workplan and for furnishing all labor, materials, tools, equipment, and incidentals to permit, install, implement, maintain and remove the dewatering operation.

Partial payment shall be based on the percentage the total value of work completed.

SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.2 Preparation of Subgrade.

MODIFY the second and third paragraphs as follows:

Change each instance reading "6 inches (150mm)" to "12 inches (300 mm)".

ADD the following:

For new/replaced sidewalk or flatwork areas, provide a minimum of 2 feet of subgrade soil with an Expansion Index (EI) of 50 or less as follows. Excavate 12 inches of soil below the sidewalk subgrade elevation. Excavated material can be reused if the EI is less than 50. If clayey soils with

an EI above 50 is encountered below the initial 12 inch excavation, an additional foot of expansive material should be excavated and replaced with low expansion potential granular material (EI<50). The subgrade soil should then be brought to slightly above optimum moisture content and compacted to at least 90% of the maximum dry density determined using ASTM D1557. Expansive clay may be encountered. Where expansive clay is encountered at the bottom of the resultant removal surface during subgrade preparation, stabilization shall be performed in accordance with Section 300-4.2 Subgrade compaction should be conducted immediately prior to placing base or concrete.

301-1.3 Relative Compaction.

DELETE the first paragraph and substitute the following:

The Contractor shall compact the upper 12" (300 mm) of subgrade beneath areas to be paved, have base or subbase material placed on them (including pipelines), or curb, gutter, curb and gutter, alley pavement, driveway, sidewalk constructed over them, to no less than 95 percent maximum dry density as determined by ASTM test D-1557-12.

301-1.7 Payment.

MODIFY the first paragraph as follows: Payment for subgrade preparation shall be incidental to the contract bid price for which the subgrade is prepared and shall include all labor, materials; including water, operations and equipment to scarify, adjust moisture, compact or recompact the subgrade, both in cut areas and in fill areas, and no further compensation will be allowed.

SECTION 302 - ROADWAY SURFACING

ADD the following Section:

302-1 GENERAL.

302-1.1 Vegetation Treatment.

1. The Contractor shall treat all vegetation within the limits of the paved area to be surfaced with an herbicide that complies with the City's Integrated Pest Management program. Herbicide shall be applied at least 2 Working Days prior to surfacing the street. Allowance for the 2-day period shall be shown in the schedule required per section 6-1. Payment for pavement surfacing shall include tree trimming and herbicide treatment of the areas to be surfaced and no extra payment will be made for tree trimming and herbicide treatment.

302-1.2 Coordination.

1. The Contractor shall schedule the Work so as to prevent damage by all traffic. The Contractor shall not schedule Work so as to conflict with trash pickup. The trash hauling schedule can be obtained by calling Republic Services at (760) 332-6464. At least 2 weeks prior to Work, Contractor shall send, by first class mail, notification letters to all property addresses within 500-feet of the Work. Obtaining the appropriate addresses shall be the Contractor's responsibility. A sample letter may be provided by the Agency to be used as an example. The

letter should provide the name of the Contractor and a 24-hour phone number for residents to call if they have any issues or questions.

2. During operations, the Contractor's schedule for resurfacing shall be designed to provide residents and business owners sufficient paved parking within an 800-foot distance from their homes or businesses.
3. Seventy-two hours prior to the start of any construction in the public right-of-way that affects vehicular traffic and/or parking or pedestrian routes, the Contractor shall give written notification of the impending disruption. For a full street closure, all residences and/or businesses on the affected street or alley shall be notified. For partial street closures, or curb, sidewalk and driveway repairs, the residences and/or businesses directly affected by the Work shall be notified.
4. The Contractor shall deliver the notification which shall state the date and time the Work will begin and its anticipated duration. The notification shall list 2 telephone numbers that may be called to obtain additional information. One number shall be the Contractor's permanent office or field office and the other number shall be a 24-hour number answered by a representative of the Contractor who is knowledgeable about the Project. At least 1 of the phone numbers shall be in the (760) area code. An answering machine shall not be connected to either number. The notification shall also give a brief description of the Work and simple instructions to the home or business owner on what they need to do to facilitate the construction. The Contractor shall submit the contents of the notification to the Engineer for approval. Notices shall not be distributed until approved by the Engineer.
5. For door hangers, the notification shall be pre-cut in a manner that enables it to be affixed to a doorknob without adhesives. It shall be a minimum size of 3-1/2 inches by 8-1/2 inches and shall be brightly colored with contrasting printing. The material shall be equivalent in strength and durability to 65 lb. card stock. The printing on the notice shall be no smaller than 12 point. The precut notices shall be as shown on the example provided by the communications department. The day of the week shall be circled and appropriate information specific to the Work inserted at the locations indicated in the italicized font.
6. The preparation, materials, printing, delivery and distribution of the letters, door hangers and notifications shall be included in the contract price Bid for Traffic Control and the Contractor will not be entitled to any additional compensation for printing and distributing these notices.

302-5 ASPHALT CONCRETE PAVEMENT.

ADD the following:

302-5.8 Manholes and Other Structures.

1. When placing the overlay, the Contractor shall pave over appurtenances in the roadway which includes sanitary and storm access covers, water valve boxes, air vents, sewer dead end boxes and survey monument boxes. Each appurtenance shall be treated or covered to prevent adhesion of the overlay. Each appurtenance shall be located immediately after the overlay is placed and shall be thoroughly cleaned of any and all construction debris which may have entered due to the Contractor's operation. The Contractor shall adjust all CMWD water valve boxes per CMWD Standard Drawing No. W23. All City of Carlsbad sanitary sewer access covers shall be adjusted per CMWD Drawing No. S1, S-4, or S-6. All storm sewer access

covers shall be adjusted per SDRSD D-10. Riser rings or extensions shall not be used for the adjustment of these appurtenances.

2. Raising and adjusting to grade all City-owned or CMWD-owned appurtenances in the roadway shall be paid for at the Contract Unit Price per each as shown in the Bid. Such price shall constitute full compensation for all labor, materials, and equipment necessary for completing the Work as described in these Specifications and Plans. Other agencies will be responsible for their own appurtenances.

302-8 SEALCOAT FOR MISCELLANEOUS AREAS.

302-8.2.1 General.

DELETE the second paragraph and REPLACE with the following:

1. Sealcoat material shall be diluted using clean, potable water in an amount not to exceed 20 percent of the total volume.

302-8.2.2. Spreading.

DELETE the first paragraph and REPLACE with the following:

1. Sealcoat shall be applied when the atmospheric temperature is greater than 55°F (13°C) and if rain is not forecast for the period of 24 hours after application; or as specified by the Engineer.

SECTION 303 CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES

303-1.2 Subgrade for Concrete Structures.

ADD the following:

If groundwater is encountered, Contractor shall work a minimum 2' deep of ¾" gravel into soil to provide an adequate base for construction of concrete structure.

303-1.12 Payment.

DELETE the subsection in its entirety and replace with the following:

Payment for concrete structures, including but not limited to, pull boxes, thrust blocks, SDRSD D-25 Curb Outlet, light and signal post foundations as shown on SDRSD E-1, SDRSD D-2 Curb Inlet, D-75 ditch repair for 4" PVC storm drain connection, and protection post per SDRSD CDS W24 are incidental to the respective bid item requiring such structure. Payment shall include compensation for furnishing all labor, materials, tools, and equipment necessary to construct the concrete structures complete in place. Items shall include cast-in-place PCC, steel reinforcement, covers, rims, grates, frames, collars, cone and draft sections, bases, steps, clean up; and for all other work necessary to install the concrete structure, complete in place, and no additional compensation will be allowed therefor.

303-2 AIR-PLACED CONCRETE.

303-2.1.1 General.

ADD the following:

Modify Regional Standard Drawing D-75 as follows: replace stucco netting with 6" x 6" (150mm x 150mm) by No. 10 by No. 10 welded wire mesh.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General.

ADD the following:

Portland Cement Concrete construction shall include, but not limited to, curbs, walkways, cross gutters, access ramps, driveways, concrete curb outlet, terrace ditches, and all other miscellaneous PCC construction items as indicated on the plans and per these Specifications.

6" Curb and Gutter shall conform to the standard referenced on the plan (I.E: CALTRANS A82A), the details on the plans, and these specifications. Adjacent AC/AB removal associated with concrete curb construction shall be full depth AC replacement and a minimum width of one foot from the face of concrete edge. Removal of AC shall be incidental to Section 401-1 Removals. Replacement of AC shall be considered incidental to this Section and conform to the requirements of Sections 203-6 and 302-5.

The Contractor shall verify with a "smart level", string line and/or water testing that positive drainage is maintained upon completion of finishing, and any irregularities causing water ponding shall be corrected and refinished. The CITY shall be present to verify the concrete forms, prior to pouring any PCC construction improvements.

303-5.5.2 Curb.

ADD the following:

The Contractor shall stamp the curb face with 75 mm (3") high block letters directly above the point that it is crossed by underground facilities with the marking specified in Table 303-5.5.2(A).

**TABLE 303-5.5.2(A)
Curb Face Markings**

Type of underground facilities	Marking
Water Service Lateral	W
Sewer Service Lateral	S
Irrigation Water Lateral or Sleeve	RW

303-5.9 Measurement and Payment.

ADD the following:

Curb and gutter, and curb, shall be considered as continuing across driveways, access ramps and drainage inlets when constructed adjacent thereto. Neither curb and gutter nor curb will be paid for across the length of local depressions, except that which occurs in gutter transitions at each side of an inlet.

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

314-2 REMOVAL OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-2.1 General.

DELETE in its entirety and REPLACE with the following:

1. The Contractor shall remove by wet grinding all existing or temporary traffic markings and lines that may confuse the public. When temporary detour striping or markings are no longer required, they shall be removed prior to painting the new traffic stripes or markings.
2. The Contractor shall remove all existing markings and striping, either permanent or temporary, which are to be abandoned, obliterated or that conflict with the Plans by wet grinding methods. Removal of striping by high velocity water jet may be permitted when there is neither potential of the water and detritus from the high velocity water jetting to damage vehicles or private property nor to flow from the street into any storm drain or water course and when approved by the Engineer.
3. The Contractor shall vacuum all water and detritus resulting from high velocity water jet striping removal from the pavement immediately after the water jetting and shall not allow such materials to flow in the gutter, enter the storm drain system or to leave the pavement surface. Surface variation limitations for high velocity water jet striping removal shall be the same as for grinding.
4. The Contractor shall not use dry or wet sandblasting in any areas. Alternate methods of paint removal require prior approval of the Engineer. Obliteration of traffic striping with black paint, light emulsion oil or any other masking method other than a minimum 30mm (0.10') thick asphalt concrete overlay is not permitted.

314-2.2 and 314-2.3

REPLACE as follows:

314-2.2 Measurement and Payment.

1. Removal of traffic striping and curb and pavement markings as shown on the Plans and required by the Specifications shall be included in the lump-sum price Bid for temporary and final traffic striping, and no additional compensation will be allowed, therefore. Reapplication of temporary stripes and markings shall be repainted at the Contractor's expense, and no additional compensation will be allowed for the repainting. The lump sum Bid shall include all labor, tools, equipment, materials, and incidentals for doing all Work in installing the final and temporary traffic striping.

314-3 REMOVAL OF PAVEMENT MARKERS.

314-3.2 and 314-3.3

Replace as follows:

314-3.2 Measurement and Payment.

1. Removal of pavement markers as shown on the Plans and required by the Specifications shall be included in the lump-sum price Bid for temporary and final traffic striping, and no additional compensation will be allowed, therefore. Reapplication of temporary stripes and markings shall be repainted at the Contractor's expense, and no additional compensation will be allowed for the repainting. The lump sum Bid shall include all labor, tools, equipment, materials, and incidentals for doing all Work in installing the final and temporary traffic striping.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.3.6 and 314-4.3.7

Replace as follows:

314-4.3.6 Measurement and Payment.

1. Final and temporary traffic striping, curb markings and pavement markings as shown on the Plans and required by the Specifications shall be included in the lump-sum price Bid for temporary and final traffic striping, and no additional compensation will be allowed, therefore. Reapplication of temporary stripes and markings shall be repainted at the Contractor's expense, and no additional compensation will be allowed for the repainting. The lump sum Bid shall include all labor, tools, equipment, materials, and incidentals for doing all Work in installing the final and temporary traffic striping.

314-4.4.5 and 314-4.4.6

Replace as follows:

314-4.4.5 Measurement and Payment.

1. Thermoplastic traffic striping and pavement markings as shown on the Plans and required by the Specifications shall be included in the lump-sum price Bid for temporary and final traffic striping, and no additional compensation will be allowed, therefore. Reapplication of temporary stripes and markings shall be repainted at the Contractor's expense, and no additional compensation will be allowed for the repainting. The lump sum Bid shall include all labor, tools, equipment, materials, and incidentals for doing all Work in installing the final and temporary traffic striping.

314-5 PAVEMENT MARKERS.

314-5.6 and 314-5.7

Replace as follows:

314-5.6 Measurement and Payment

1. Pavement markers as shown on the Plans and required by the Specifications shall be included in the lump-sum price Bid for temporary and final traffic striping, and no additional compensation will be allowed, therefore. Reapplication of temporary stripes and markings shall be repainted at the Contractor's expense, and no additional compensation will be allowed for the repainting. The lump sum Bid shall include all labor, tools, equipment, materials, and incidentals for doing all Work in installing the final and temporary traffic striping.

PART 4 EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-2 PERMANENT SURVEY MARKERS.

ADD the following:

1. The Contractor shall not cover or disturb permanent survey monuments or benchmarks without the consent of the Engineer. Where the Engineer concurs, in writing, with the Contractor that protecting an existing monument in place is impractical, the Contractor shall employ a licensed land surveyor or a registered civil engineer authorized to practice land surveying within the State of California (“Surveyor”) to establish the location of the monument before it is disturbed. The Contractor shall have the monument replaced by the Surveyor no later than 30 Calendar Days after construction at the site of the replacement is completed. The Surveyor shall file corner record(s) as required by Business and Professions Code Sections 8772 and 8773 *et seq.*
2. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument frame and cover to the new grade within 7 Calendar Days of paving unless the Engineer shall approve otherwise. Monument frames and covers shall be protected during street sealing or painting projects or be cleaned to the satisfaction of the Engineer.

SECTION 401 – REMOVAL

401-2 ASPHALT CONCRETE PAVEMENT.

DELETE in its entirety and REPLACE with the following:

1. Asphalt concrete pavement shall be removed to clean, straight lines. Removal performed by cold milling shall conform to 404. Adjacent AC/AB sawcut and removal associated with concrete construction shall be full depth and a minimum width of 12 inches from face of concrete edge and continue along the concrete scheduled for removal. Removal and disposal of adjoining AC/AB section shall be incidental to the removal of concrete structure Bid item per this Section. Replacement of adjoining AC/AB section shall be incidental to replacement of the concrete.

401-3 CONCRETE AND MASONRY IMPROVEMENTS.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway and Alley Intersections.

DELETE in its entirety and REPLACE with the following:

1. Concrete shall be removed to neatly sawed edges with saw cuts made through the entire thickness. Concrete sidewalk or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches (750 mm) in either length or width.

All existing concrete shall be removed to the nearest joint. Concrete shall be removed to neatly sawed edges with saw cuts made to a depth deep enough to produce a clean straight break without loosening, cracking or damaging adjoining improvements. Curb and gutter shall be sawed on a neat line at right angles to the curb face. PCC and all other material unsuitable for use as fill, as determined by the Engineer, shall be removed from the right-of-way and disposed of by the Contractor at a site of his own choice and shall pay all costs incidental to the disposal.

ADD the following:

401-3.2.1 Adjacent Asphalt Concrete (AC/AB) Sawcut and Removal.

1. Adjacent AC/AB sawcut and removal associated with concrete construction shall be full depth and a minimum width of 12 inches from face of concrete edge and continue along the concrete scheduled for removal. Removal and disposal of adjoining AC/AB section shall be incidental to the removal of concrete structure Bid item per this Section. Replacement of adjoining AC/AB section shall be incidental to replacement of the concrete as specified in Section 303-5.

PART 6 TEMPORARY TRAFFIC CONTROL

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

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP).

601-2.2 Payment.

REPLACE this section with the following:

The Contract lump sum price paid for the traffic control system shall include full compensation for, but not limited to, design, submittal and approval of the traffic control plan, furnishing all labor (including flagging costs), materials (including construction area signs), tools, equipment, traffic control plans for the project, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control including channelizers (surface mounted), temporary railing (Type K) markers, lights for illuminating the work site, delineators, temporary striping and pavement marking, barricades, portable flashing beacons, flashing arrow signs, portable changeable message signs, as shown on the Plans, these contract documents, and as directed by the Engineer.

The traffic control plan shall include, at a minimum, one portable changeable message sign positioned on both eastbound and westbound approaches to the work area.

Full compensation for removing and salvaging the traffic control equipment and materials that are to be reused or reset in the project shall be considered included in the Contract lump sum price paid for traffic control system and no additional compensation will be allowed therefor.

Partial payment for traffic control shall be based on the percentage of total value of work completed.

PART 8 LANDSCAPING AND IRRIGATION

SECTION 801 – INSTALLATION

801-1 GENERAL.

ADD the following:

The Contractor shall maintain all landscape and private property surrounding the construction to the greatest extent possible. Any landscape, plants, walls, or steps stones disturbed shall be restored to pre-construction condition.

The Contractor shall hold a valid California Landscape Contractors License, Class C-27, and shall provide a project foreman who has previously overseen successful public landscape projects of at least 5 acres in size in Southern California, including native revegetation.

Contractor shall attend a pre-construction meeting with the City and the City's designated representative before the start of work.

At all times planting, seeding, irrigation system, and associated landscape treatments shall be installed as prescribed and detailed on the Drawings; these prescriptions shall take precedence over those specified herein or in the Standard Specifications for Public Works Construction latest Edition (Greenbook).

Contractor shall protect in place all existing native plant materials adjacent to the limits of work and newly planted material. Contractor shall be responsible for all costs associated with the replacement of damaged existing native plant material (at a 5:1 replacement ratio) or newly planted material at a 1:1 replacement ratio.

Where it is necessary to excavate adjacent to existing vegetation, use all possible care to avoid injury to trees and shrubs and tree/shrub roots. Excavation in areas where 2-inch and larger roots occur shall be done by hand. Roots 2 inches and larger in diameter, except directly in the path of pipe or conduit, shall be tunneled under and shall be heavily wrapped in burlap, to prevent scarring or excessive drying. Where a ditching machine is run close to trees having roots smaller than 2 inches in diameter, the wall of the trench adjacent to the tree shall be hand trimmed, make clean cuts through. Roots 1-inch and larger in diameter shall be painted with coats of Tree Seal, or equal. Trenches adjacent to trees should be closed within 24 hours. Where this is not possible, the side of the trench adjacent to the tree shall be kept shaded with burlap or canvas.

801-2 EARTHWORK AND TOPSOIL PLACEMENT.

801-2.2 Topsoil Preparation and Conditioning.

801-2.2.1 General.

INSERT the following before the first paragraph:

During weed abatement procedures, the Contractor is responsible for the erection of all signs and barriers required to prevent intrusion into the treated areas and to notify the public. No material or methods used for weed abatement shall affect existing vegetation to remain/protected, the landscape plantings, or hydroseed germination. No material or method shall render the job site unusable for more than 10 calendar days from date of application.

Before spreading soil amendments and installation of irrigation systems, cross-rip or otherwise till to a depth of 6" all planting areas to receive soil preparation. All rock 1" and larger shall be removed to a depth of 12". Dispose of all debris off-site according to State and local regulations.

To all planting areas, uniformly broadcast soil amendments and thoroughly incorporate to minimum 6" depth by means of a rototiller or equal.

Rough grade has been left within one tenth of one foot of finish grade. Work such as fine grading and light cultivation are required of all planting areas indicated on the Drawings to prepare grades before seed or stolon planting. After approximate finished grades have been established, all soil areas shall be lightly compacted and settled by application of heavy irrigation to a minimum depth of 6". Contractor shall monitor the irrigation and shall adjust the irrigation run time to assure no erosion occurs.

All landscape areas will be graded to finish grades by the landscape contractor, reestablishing flow lines as approved before amending the soil. Finish grades will be inspected upon completion.

All existing weeds and debris within the designated planting areas are to be completely removed and removal work shall be approved by the City's designated representative before amending site soils. Prior to the application of soil amendments the Contractor shall implement a "grow and kill" cycle over an approximate three week period, utilizing the irrigation system to promote germination of any remnant weed and/or exotic non-native plant species. The contractor shall kill/control all re-emergent weeds and exotic species through hand removal and/or through herbicide use. Only herbicides approved for use within the City of Carlsbad can be utilized. See City of Carlsbad Integrated Pest Management Plan (IPM).

The Contractor will not proceed with planting work until the grow and kill cycles have been completed and finish grades have been inspected and accepted by the City.

801-2.2.2 Fertilizing and Conditioning Procedures.

INSERT before the first paragraph:

Soil preparation shall be conducted after finish grades are established and after the "grow and kill" cycle has been completed.

Soil amendments for the planting areas are as specified herein in Section 800-1.2 and as shown on the Drawings. Soil amending shall be conducted before implementation of planting and

seeding. All existing weeds and debris are to be completely removed and removal work approved by the City's designated representative before amending site soils.

801-2.3 Finish Grading.

ADD the following to the end of the section:

After the foregoing specified deep watering (Section 801-2.2.2), minor modifications to grade may be required to establish the final grade for planting. These areas shall not be worked on until the moisture content has been reduced to a point where working it will not destroy soil structure.

Finished grading shall ensure proper drainage of the site. Finished earth berm surfaces shall be smooth and even between contours. Surface drainage shall be away from all paved surfaces. Eliminate all erosion scars.

The Contractor shall request a review by the City for recommended approval of the final grades and elevations before beginning planting operations.

801-4 PLANTING.

801-4.1 General.

ADD the following to the end of the section:

Plants shall not be allowed to dry out before or during installation. Contractor shall keep exposed roots moist by means of wet saw dust, peat moss, or burlap at all times during planting operations. Roots shall not be exposed to air except when being placed in ground. Wilted plants, improperly located or installed, whether in place or not, shall not be accepted and shall be replaced at the Contractor's expense. Contractor shall be responsible for watering all container plants on site while being stored before planting.

No area shall be planted where weeds and/or exotic species are present or there is evidence that a weed crop will germinate.

Before excavation of planting pits or placing of plant materials, the Contractor shall locate all existing underground utility lines and irrigation lines and take proper precautions to avoid damage to such improvements. In the event of a conflict between such lines and plant locations, notify the City who shall arrange for the relocation of one or the other. The Contractor assumes responsibility for expenses incurred for all repairs of damage to utility lines and existing irrigation lines resulting from inadequate precautions by Contractor.

Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally accepted horticultural practice, and/or as approved by the City's designated representative. Seeding shall be conducted when wind and temperature are normal for season in which work is done. In cases of unseasonable weather, work shall be delayed until weather returns to normal.

All excavated holes shall have vertical sides with roughened surfaces and shall be twice the diameter of the root ball. Holes shall be, in all cases, large enough to permit handling and planting without injury or breakage of root balls or roots. After holes have been dug, they are to be filled with water and allowed to drain.

Excess soil, rocks, and debris generated from the planting holes shall be spread evenly on the site as directed by the City and the City's designated representative.

Contractor shall protect in-place all existing native plant materials outside of the limits of work and/or as otherwise directed by the City's designated representative.

Plants shall be installed at approved locations with specified existing on-site soil, unless otherwise directed by the City's designated representative. The plants shall be placed in the planting pits on the backfill soil which has been hand tamped only. Fill plant pits with water and allow to completely drain before the placement of the plants. After setting the plants, the remaining backfill materials shall be carefully tamped and water settled around each rootball to fill all voids. Plantings will receive amendments as specified herein.

Each container plant shall be placed in the center of the hole, set plumb and held rigidly in position until the backfill soil has been tamped and water settled around each root ball.

All plants shall be set at such a level that after settling they bear the same relationship to the surrounding finish grade as they bore to the soil line grade in the container (approximately 1-inch above finish grade at time of planting).

Immediately after installation, Contractor shall water, by hose or irrigation, each plant until soil around roots is moist from bottom of hole to finish grade.

Install weed-free bark mulch layer to a uniform 3" depth, in an 18" diameter area around base of each container. Hold back mulch 3" from plant trunks.

Throughout the Plant Establishment Period, Contractor shall provide water to each container plant using the prescribed irrigation systems, and as directed by the City's designated representative.

Contractor shall remove from the project site all non-native debris accumulated during the duration of the project and shall dispose of material at County landfill or a site approved by the City.

801-4.2 Protection and Storage.

ADD the following after the first paragraph:

Deliver all items to the job site in their original containers with all labels intact and legible at time of the City's review. Immediately remove from the site all plants which are not true to name, and all materials which do not comply with the specified requirements. Use all means necessary to

protect plant materials before, during, and after installation and to protect the work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the recommended approval of the City and at no additional cost to the City.

801-4.3 Layout and Plant Location.

ADD the following after the first paragraph:

The layout of locations for plant materials shall be flagged in the field by the Contractor and approved by the City's designated representative before plant installation. All container plants shall, if necessary, be re-located as part of contract as directed by the City's designated representative.

801-4.9 Erosion Control Planting.

801-4.9.3 Seeding and Mulching.

REPLACE with the following:

Seed application shall occur between October through February, or as otherwise directed by the City's designated representative. Seed shall be installed using machine hydroseed methods as indicated on the Drawings.

- a) Contractor shall protect in place all existing native plant materials adjacent to the limits of work and newly planted material. Contractor shall be responsible for all costs associated with the replacement of damaged existing native plant material (at a 5:1 replacement ratio) or newly planted material at a 1:1 replacement ratio.
- b) Before seed application, soil surface shall be tilled and/or hand raked to create crevices in which seed will collect.
- c) No area located within a planting area shall be seeded where weeds are present or there is evidence that a weed crop will germinate. All weeds shall be removed before seeding, as specified herein.
- d) Any concentrated development of weed growth appearing in the seed mix planting areas during the Plant Establishment Period shall be removed on a monthly basis. The Contractor shall remove such concentrations of weeds by hand.
- e) Seed mix shall consist of a mixture of seed and slurry components as prescribed on the Drawings and herein.

801-4.9.5 Watering.

ADD the following to the end of the section:

Immediately after planting, apply water to each shrub by means of a hose. Apply water in a moderate stream in the planting hole until the material about the roots is completely saturated from the bottom of the hole to the top of the ground.

Apply water in sufficient quantities and as often as seasonal conditions require in order to keep the planted areas sufficiently moist at all times, well below the root system of grass and plants.

All groundcover areas shall be maintained damp at all times and irrigation should be adjusted accordingly. This normally would involve 4 to 6 watering periods daily, each watering period (ON) regulated to just dampen the mulch without creating run-off.

Intervals between irrigation (OFF) sequence should be judged by the length of the time the mulch remains damp. Once the mulch begins to dry out, the water (ON) sequence should be repeated.

ADD the following section:

801-4.10 Planting Observations. The Contractor will contact the City's designated representative at least two Working Days in advance of each planting work observation. An observation is required at each of the following steps listed below:

- a) Observation of all materials, other than plants, delivered to site.
- b) Observation of rough grade.
- c) Acceptance of organic mulch and taking of soil samples.
- d) Observation of soil amendment work.
- e) Observation of plant locations field-marked for planting, but before planting holes are excavated.
- f) Observation of plants at nursery and upon delivery to the project site for quality, size, vigor, and appropriate species.
- g) Observation of planting progress.
- h) Pre-Maintenance Observation: Substantial completion of hardscape and planting work before the start of the Plant Establishment Period; this observation shall be coordinated with the pre-maintenance observation of the irrigation system installation. This is not final acceptance and does not relieve the Contractor from any of the responsibilities in the contract.

A written "punch-list" indicating all items to be corrected and the beginning date of the maintenance period will be sent to the Contractor. This is not final acceptance and does not relieve the Contractor from any of the responsibilities in the contract. Contractor shall complete punch-list items within ten (10) calendar days. Delay of completion of punch-list items will delay the beginning of the 120-day Plant Establishment Period. Written approval by City will establish the beginning of the Plant Establishment Period.

Refer to section 801-5.8 for the required irrigation system observations.

Refer to section 801-6.13 for project Final Acceptance requirements and procedures.

801-5 IRRIGATION SYSTEM INSTALLATION.

801-5.1 General.

ADD the following to end of the first paragraph:

All scaled plan dimensions are approximate. Check and verify all size dimensions, system design pressures, flow requirements as shown on Drawings.

REPLACE the second paragraph with the following:

Contractor shall connect to existing water services at locations indicated on the Drawings and make any minor changes in location necessary due to actual site conditions as a part of this Contract.

ADD the following to the end of the section:

The City of Carlsbad shall provide the water meter for the irrigation system in the size and location as specified. The contractor shall tie into the water meter at the designated "Point of Connection" and shall install applicable backflow protection as shown on the Drawings.

Contractor shall guarantee all equipment, materials, and labor furnished or performed under the contract against defects in design, materials, and workmanship for a period of one year, unless otherwise specified. The guarantee shall start from the date of final acceptance of work at the end of the 120-day plant establishment period. All equipment and workmanship found to be defective within the guarantee period shall be replaced and installed by the Contractor at Contractor's expense. Replacement equipment shall be the same model and manufacturer as specific in the irrigation legend. Replacement equipment shall be furnished and installed as originally specified.

Manufacturer's directions and detailed drawings shall be followed in all cases where the manufacturer's furnishings are used in this Contract for furnish directions covering points not shown in the drawings and specifications. Work called for on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications.

The Contractor shall not install the irrigation system as shown on the drawings when it is obvious in the field that obstructions, grade differences or discrepancies in equipment usage or area dimensions exist that might not have been considered in the design. Carefully check all grades to be sure that installation may safely proceed before starting work on the irrigation system. Such obstructions or differences shall be brought to the attention of the City's designated representative. In the event this notification is not performed, the Contractor shall assume full responsibility for any revision necessary at no cost to the City.

Before excavation for irrigation piping or equipment, Contractor shall locate underground utility lines and existing irrigation lines and take proper precautions to avoid damage to such improvements. In the event of a conflict between such lines and irrigation piping or equipment locations, Contractor shall notify the City's representative and arrangements will be made for relocation as necessary. The Contractor assumes responsibility for making repairs for damages resulting from work as herein specified. Exercise extreme care in excavating and working near existing utilities. Contractor will be responsible for damages to utilities which are caused by his/her operations or neglect.

Contractor shall examine surfaces for conditions that will adversely affect execution, permanence and quality of work. Contractor shall verify that grading has been completed and the work of this section can properly proceed. Contractor shall exercise extreme care in

excavating and working near existing utilities. Contractor is responsible for damages to utilities which are caused by his operations or neglect. Check existing utility drawings for locations.

All existing plant material to remain, which are within the project area limits shall be tagged and identified by the City's designated representative for the Contractor before start of work. Contractor shall provide the required maintenance to ensure plant materials are protected during construction. All native vegetation outside of the revegetation area limits shall be protected-in-place. All existing plant material shall be protected at all times from damage by workers and equipment. All minor damages to existing plant materials shall be repaired at the Contractor's expense.

Damage to a tree or shrub, which results in death or permanent disfiguration, shall result in the Contractor's complete removal of said tree or shrub, including roots, from the site. The Contractor shall replace the plant material as established by the City's designated representative with one of equal value at his/her own expense. The City's designated representative shall be the sole judge of the replacement of any plant material.

Before installation, stake out all pressure supply lines, non-pressure lateral lines, valves, and location of sprinkler heads; said layout shall be approved by the City's designated representative before installation.

Install select and temporary irrigation components above grade at locations indicated and as prescribed and detailed on the Drawings.

801-5.2 Irrigation Pipeline Installation.

801-5.2.1 General.

REPLACE the fourth paragraph with the following:

Plastic pipe and threaded fittings shall be assembled using Teflon tape applied to male threads only. Tape all open ends of pipe during installation to prevent entry of any foreign matter into the system.

ADD the following section:

801-5.8 Irrigation System Observations. Contractor shall request site observations at least 48 hours in advance of all required reviews of the City's designated representative. In the event the Contractor calls for a site visit in which said visit cannot move forward due to lack of preparedness by the Contractor, and needs to get canceled or rescheduled, the Contractor shall be responsible for reimbursing the City's designated representative at his current billing rates per hour, portal to portal (plus transportation costs), for the inconvenience. No further site visits will be scheduled until this charge has been paid and received. Observation of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract, nor requirements of the local jurisdictions.

Project review for irrigation installation by the City's designated representative shall be scheduled for the following operations:

- a) Layout of the water source point of connection and all main line and lateral line piping.
- b) Completion of layout of irrigation systems.
- c) Main Line Pressure Testing: At completion of installation, during testing, and before backfilling.
- d) Four (4) hour pressure test of all irrigation main lines, valves and other pressurized components.
- e) Inspection of wires before trench backfill and/or during irrigation installation.
- f) Operation and Adjustment Test: Adjust and test all installed irrigation rotor, spray, and bubbler systems for coverage and water application before the start of planting operations.
- g) Pre-Maintenance Observation: The entire irrigation system shall be completely installed and operational; this observation shall be coordinated with the pre-maintenance observation of the planting installation before the start of the Plant Establishment Period. This is not final acceptance and does not relieve the Contractor from any of the responsibilities in the contract.

A written "punch-list" indicating all items to be corrected and the beginning date of the maintenance period will be sent to the Contractor. This is not final acceptance and does not relieve the Contractor from any of the responsibilities in the contract. Contractor shall complete punch-list items within ten (10) calendar days. Delay of completion of punch-list items will delay the beginning of the 120-day Plant Establishment Period. Written approval by City will establish the beginning of the Plant Establishment Period. During the Plant Establishment Period, Contractor shall schedule site observation visits with the City's designated representative monthly.

Contractor shall provide "walkie-talkie" equipment and/or personnel to maintain communication from review area to automatic controllers and provide up-to-date as-built drawings at each review. In the event the Contractor schedules any review and the system is not fully ready, record drawings are not current, or required corrective work has not been completed, the Contractor shall be responsible for reimbursing the City's designated representative at an hourly rate, plus all travel expenses. No further reviews will be conducted until this charge is paid.

Refer to section 801-4.10 for the required planting observations.

Refer to section 801-6.13 for project Final Acceptance requirements and procedures.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT.

INSERT the following after the first paragraph:

Upon substantial completion of all specified installation work and with written approval from the City's designated representative, Plant Establishment Period shall begin, and shall extend for no less than 120 continuous calendar days. The Contractor shall perform all maintenance services described herein for the duration of the Plant Establishment Period.

During the Plant Establishment Period, Contractor shall schedule monthly site observation visits with the City's designated representative. If necessary, the Plant Establishment Period shall be extended when, in the opinion of the City's designated representative, improper maintenance and/or possible poor or unhealthy condition of planted materials are evident at the termination of the scheduled Plant Establishment Period. Contractor shall be responsible for additional project site maintenance at no charge until all of the work is completed and acceptable to the City's designated representative.

INSERT the following subsections:

801-6.1 Planting Maintenance Operations. The Contractor shall continuously maintain all involved planting areas of the Contract during the progress of work and during the Plant Establishment Period, until final acceptance of work by the City's designated representative.

- a) Planting maintenance operations shall begin immediately after all plant/seed materials are installed per the approval of the City's designated representative. Plant material shall be kept in a healthy, optimum growing condition. Plants shall not be pruned or fertilized during the Plant Establishment Period. Pesticides and herbicides shall not be used during the maintenance period unless approved and/or directed by the City and the City's designated representative.
- b) Weedy, non-native species, as defined by the City's designated representative, may invade planting areas and become a problem before or during the establishment of native plant associations. Throughout the maintenance period, these species should be hand removed as soon as they begin to invade and before they become too large for hand extraction.
- c) All damage caused by Contractor during the operations, resulting from a malfunction of installed work during the Guarantee Period, shall be repaired at Contractor's expense.
- d) Maintenance of plant material shall include proper irrigation, control of weeds and exotic species, and control of plant diseases and animal pests (e.g., gophers, etc.).
- e) Project maintenance shall include all repairs to the revegetation/mitigation area caused by human activities and the repair of damage to plantings caused by animal and other pests.

The Contractor shall maintain all plants in a vigorous and thriving condition by irrigating, weeding, cultivating, and other necessary operations during the entire period of installation, Plant Establishment Period, and until final acceptance by the City's designated representative. Improper maintenance, which may cause poor condition of planted material at termination of the scheduled contract period, will cause postponement of final acceptance. Refer to subsequent subsections for additional requirements and prescriptions.

- a) The Contractor shall conduct weed removal activities in planting areas on a continual basis following plant installation. "Plant installation" includes installation of container plants and seeding. "Weed removal" includes the removal of weeds, their root system, and removal from the site, and/or other treatments approved by the City's designated representative.
- b) The Contractor shall be responsible for keeping all planted areas free of target exotic species during the maintenance period, as indicated herein and on the Drawings.

- c) The Contractor shall review the site for exotic species and exotic species sprouts on a monthly basis for the duration of the Plant Establishment Period. Any exotics or weeds that have germinated or re-sprouted shall be treated and removed from the site each month (minimum) as specified herein.
- d) Contractor shall be responsible for immediately controlling any insect infestations and diseases that may spread throughout planted areas.
- e) Contractor shall be responsible for monitoring and control of herbivory of plants and shall inform the City and the City's designated representative within 24 hours of discovery, who shall then prescribe remedial action. Any remedial action such as fencing and/or protective cages shall be provided, at no additional cost.
- f) Native species leaf and branch drop shall be retained in place unless specifically designated for removal.
- g) Contractor shall remove and dispose off-site all weeds, exotic plants and non-organic debris. Removal of trash and litter shall continue on a regular basis during the Plant Establishment Period. Organic debris resulting from weed/exotic plant removal shall be removed from the site(s) and disposed of at County landfill to avoid further introduction of undesirable exotic seed and propagules.
- h) Contractor shall monitor for erosion within the revegetation site and shall prohibit gullies, rills and sheet erosion, bare soil areas and silt deposition from occurring. Erosion control shall emphasize prevention. If required, repair of eroded areas may include redirection or dissipation of the water source and re-contouring of soil, followed by seeding, mulching, and planting as directed by the City's designated representative. The plant palette for areas needing re-seeding or replacement of plants shall conform with the original plant and seed species and quantities. Invasive/exotic species are prohibited for use as erosion control.
- i) Contractor shall be responsible for the maintenance of all erosion control measures. Contractor shall install additional erosion control measures as prescribed by the City's designated representative after evaluation of erosion problems, on a case-by-case basis.

801-6.2 Plant Performance. The Contractor shall be responsible for plant performance for the 120-day Plant Establishment Period; the City shall be responsible for plant performance during years 1-5 (Table 1 below).

- a) All container plantings will be inspected by the City's designated representative at 30, 60, 90 and 120 days after planting. Contractor shall immediately replace all dead, damaged, or diseased plants in-kind and at a 1:1 replacement ratio, to achieve 100% survival at the end of 120 days.
- b) All seeded areas will be inspected by the City's designated representative 90 days after seeding. Contractor shall re-seed all seeded areas that have not reached 20% germination cover. Contractor shall re-seed all bare areas greater than 100 square feet in size.
- c) Contractor shall keep exotic plant growth controlled throughout the Plant Establishment Period. No planting area will be approved that supports more than 10% absolute coverage of non-native weed species. Resprouts or seedlings of exotic species shall not be allowed to obtain a height of more than four feet (4') before being retreated or removed.

- d) Contractor shall schedule and perform monthly maintenance visits as necessary to prevent exotic species and weeds from producing fruit or setting seed. Failure to kill exotic and weeds before setting seed or producing fruit shall result in the Contractor having to perform an additional weeding effort of the affected area at no cost to the City. Additional weeding efforts will be required to be performed as directed by the City’s designated representative.

Period	Percent Survival Container Plants	Percent Relative Native Cover*	Percent Relative Non-Native Cover*
120-days	100%	50%	15%

*Native and non-native cover to be assessed on a visual basis by City Representative.

801-6.3 Litter.

ADD the following subsection:

All areas in the work sites shall be kept free of, but not limited to, the following items: bottles, glass, cans, paper, cardboard, metallic items, and other debris on a daily basis. Contractor shall promptly remove from the work area all debris generated by their performance.

801-6.4 Use of Chemicals. Contractor shall submit a list of all chemical herbicides, pesticides, and rodenticides proposed for use under this contract for approval by the City’s designated representative. Materials included on this list shall be limited to chemicals approved by the State of California Department of Food and Agriculture and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of a licensed pest control advisor where required by law. The use of chemicals shall conform to the current County of Riverside Agriculture Commissioner regulations. No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by the City’s designated representative as appropriate for the purpose and area proposed.

801-6.5 Disease and Pest Control. Contractor shall regularly inspect all landscaped areas for the presence of disease, snail, insect or rodent infestation. The Contractor shall advise the City’s designated representative, in writing, within four days when any disease, snail, insect or rodent infestation is found; he shall identify the disease, snail, insect or rodent and specify control measures to be taken. The Contractor shall implement control measures, exercising extreme caution in the application of all spray materials, dusts or other materials utilized.

Approved control measures shall be continued until the disease, snail, insect or rodent is controlled to the satisfaction of the City’s designated representative. The Contractor shall utilize all safeguards necessary during disease, snail, insect or rodent control operations to ensure safety of the public and the employees of the Contractor.

Contractors shall perform at their sole expense the following services:

- c) All Work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License is required before chemical application where required by law.
- d) All chemicals requiring a special permit for use shall be registered by the Contractor with the County Agricultural Commissioner's Office and a permit obtained with a copy given to the City's designated representative before use.
- e) A copy of all forms submitted to the County Agricultural Commissioner shall be given to the City's designated representative on a monthly basis.
- f) All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.
- g) Utilize City of Carlsbad Integrated Pest Management Plan (IMP)

801-6.6 Weed Control. For the purpose of these specifications, a weed will be considered as "any undesirable or misplaced plant." All areas within the specified maintenance area, including but not limited to, turf grass, shrub and ground cover areas, planters, tree wells, and hardscape areas shall be kept free of weeds at all times. Weed removal shall consist of complete removal of all weeds, including top growth and roots, as the weeds appear.

Weed control shall be performed a minimum of one time per week. Bare areas between plants shall be cultivated by hand on a weekly basis. Weeds shall be controlled either by hand, mechanical or chemical methods; however, the City's designated representative may restrict the use of chemical weed control in certain areas.

801-6.7 Method of Irrigation. Irrigation systems shall be as prescribed on the project Drawings and Specifications. However, failure of the existing irrigation system to provide full and proper coverage and water application shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage and water application to all areas in the work site. All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, etc., necessary to accomplish this supplemental irrigation. Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.

At all times, irrigate planting areas slowly. Use multiple starts and soaking periods between irrigation cycles. Slightly moist soils are easier to wet than dry soils. Balance soil aeration with soil moisture.

801-6.8 Irrigation Maintenance and Repairs. Contractor shall maintain all irrigation systems, at no additional cost to the City, in such a way as to guarantee proper coverage and full working capability. The Contractor shall make whatever adjustments may be necessary to prevent overspray or excessive runoff into areas not meant to be irrigated.

Contractor shall repair or replace inoperable irrigation equipment to maintain a fully operational system, including but not limited to, pressure pipes from the water meter to the control valves,

all irrigation pipes, all manual and automatic valves, pumps used for the irrigation systems, backflow devices, filters, strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, quick couplers, electrical wiring from the controller to the solenoid valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers.

- a) Maintenance includes, but is not limited to, tightening of loose fittings and packing nuts; flushing pipes, valves, filters, strainers, and backflow devices; adjusting sprinklers, bubbler nozzles and drip systems; adjusting anti-drain valves and pressure regulators; adjusting and lubricating controllers; flushing drip irrigation lines; and cleaning bubbler nozzles and sprinklers.
- b) Contractor shall repaint by hand all backflow devices, backflow cages, valve box lids, curb faces and curb tops; additional painting may be required as directed. Labor shall be provided at no additional cost to the City; however, the cost of paint shall be incurred by the City.

Irrigation repairs shall be made within the following time limits:

- a) Mainline irrigation breaks shall be repainted within two hours of identification or notification.
- b) All other irrigation repairs shall be made within one calendar day of identification or notification.

Replacement of irrigation components shall be with originally installed materials of the same size and quality. Substitutions shall be approved by the City's designated representative in writing before installation.

801-6.9 Water Conservation. Contractor shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices. Contractor shall comply with all City of Corona Ordinances and/or Resolutions which relate to water conservation. Failure to comply with Section 29 may result in an equitable amount deducted from the Contractor's payment.

801-6.10 Plant Care. All plants shall be adequately irrigated to maintain health and vigor. Irrigation run-off and overspray shall be minimized. Plants shall be irrigated to promote deep root growth.

Plants shall be fertilized prior to the end of the 120-day plant establishment period, as necessary to maintain horticulturally acceptable health and color. Maintenance fertilizer shall be Calcium Ammonium Nitrate (27-0-0) ("Simplot", "Yara", or approved equal product) at 4 lbs./1,000 sq. ft.

Apply gypsum at 15 pounds per 1,000 sq. ft., prior to the end of the 120-day plant establishment period.

Where plants show signs of failure to grow at any time during the life of the contract, including the specified maintenance period, and where plants are so injured, damaged, dead or diseased

as to render them unsuitable for the intended purpose, the Contractor shall replace plant materials at a 1:1 ratio, i.e., (1) new plant for each (1) plant removed within thirty (30) days of receipt of written notice by the City's designated representative and at no additional cost to the City. Plants used for replacement shall be the same kind and size as specified in the original plant list. Replacement plants shall be furnished, planted, and fertilized as originally specified, without cost to the City.

801-6.11 Green Waste Disposal.

ADD the following subsection:

Green waste shall be defined as tree and shrubbery trimmings, grass, weeds, leaves, wood chips and other garden organic materials. Contractor shall be responsible for recycling all green waste generated from their contract performance. Contractor shall have the duty to keep all green waste from being contaminated to an extent it no longer can be recycled. Contractor shall deliver all green waste to a City approved reclamation site, for the purposes of recycling. Contractor shall submit a monthly report identifying the weight and/or volume of green waste recycled during the preceding month. Payment for green waste disposal shall be included in the Bid price of all applicable bid items.

801-6.12 General Cleanup. Remove all trash and accumulated debris from the work sites. In addition, dog feces are also to be removed from all planting and ground cover areas. All areas under maintenance, and other designated areas, will have trash removed between 6:00 AM and 9:00 AM daily, five days per week (Monday through Friday).

The Contractor is responsible for removal of all weeds and non-native species growing in and immediately adjacent to the planting areas. The Contractor is responsible to ensure that all paved surfaces are cleared of all dirt and debris within 4 feet of all areas adjacent to maintenance responsibilities. Walkways shall be cleaned immediately following installation and maintenance work by use of power sweeping or blower equipment not less than once per week.

All drains and catch basins shall be kept free of siltation and debris at all times. All drainage areas and V-ditches shall be kept clean weekly by the Contractor.

Accumulation of debris shall be removed from all areas no less than once per week. All dead, damaged, declining, hazardous or broken plant material (trees, shrubs, vines, ground cover, etc.), whether a result of the Contractor's negligence or an unforeseen event, shall be removed by the Contractor at no additional cost to the City.

801-6.13 Emergency Calls. Contractor shall have the capability to receive and respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the City's designated representative shall be referred to the Contractor for immediate disposition. If the Contractor cannot be reached within 2 hours, the City will deduct from the monthly billing the cost of City forces, or other sources, used to repair the emergency. The Contractor shall not receive additional compensation

for responding to emergencies for work included in these general conditions at contract worksites.

801-6.14 Complaints.

ADD the following subsection:

The Contractor shall maintain a monthly written log of all complaints which includes the date and time received and the action taken or the reason for non-action. The monthly log of complaints shall accompany the monthly invoice.

All complaints shall be abated as soon as possible after notification, but in all cases within 24 hours, to the satisfaction of the City's designated representative. If any complaint is not abated within 24 hours, the City's designated representative shall be notified immediately of the reasons for not abating the complaint, followed by a written report to the City's designated representative within five calendar days. If the complaints are not abated within the time specified, or to the satisfaction of the City's designated representative, the City's designated representative may correct the specific complaint and the total cost incurred by the City shall be deducted and forfeited from the payments owing to the Contractor from the City.

801-6.15 Training to City Staff. The Contractor shall provide training of City staff in proper operation of major equipment, including recommended winterization procedures, and shall submit evidence that training has been successfully completed.

801-6.16 As-Built Conditions. Within four (4) weeks of work completion and acceptance of site preparation and planting by the City's designated representative, Contractor shall furnish and submit to the City and the City's designated representative one (1) full scale (to each), reproducible plan set showing all "as-built" field changes to erosion control, irrigation, and planting for the mitigation area. Plan base sheet shall be provided to Contractor by the City's designated representative. All changes shall be legibly drafted/marked on a print set in ink and supplied to the City and the City's designated representative. All reproduction costs are considered part of Contract.

801-6.17 Final Acceptance. Final inspection will occur at the end of the 120-day Plant Establishment Period, provided all previous deficiencies have been corrected. Contractor will be notified in writing that contract work and maintenance period has been accepted or that the maintenance period has been extended to correct any deficiencies remaining. Final written acceptance and approval by the City's designated representative following these site observation visits shall establish the beginning date for the one-year warranty period.

- a) Final Site Observation and Acceptance: At the conclusion of the maintenance period (120 days), a final site observation will be conducted. The Contractor shall show evidence that the City has received all charts, records, drawings, and extra equipment as required before final site observation and operate each irrigation system in its entirety for the City's designated representative at time of final observation. Any items deemed not acceptable by the City's designated representative shall be re-worked to the complete satisfaction of the City and the City's designated representative.

- b) The Contractor shall show all corrections made from the "punch-list." Any items deemed not acceptable shall be reworked during the maintenance period. The Contractor will be notified in writing that the contract work and maintenance period has been accepted or that the maintenance period has been extended to correct any deficiencies remaining. Final acceptance shall establish the beginning date for the guarantee period.

801-7 MEASUREMENT.

INSERT the following after the first sentence:

Measurement for Site and Soil Preparation, Irrigation, Planting, and Plant Establishment Maintenance will be per the unit indicated on the Bid Form for each completed item installed/conducted as shown on the Drawings and according to these Special Provisions, complete, in place and accepted.

801-8 PAYMENT.

REPLACE the first sentence with the following:

Payment for Site and Soil Preparation, Irrigation, Planting, and Plant Establishment Maintenance work, measured as specified, will be on a contract unit price as indicated for each item in the Bid Form, the price of which shall include all costs connected therein. The unit prices shown in the Bid Form shall include full compensation to complete removals, complete installations and maintain the landscaping and irrigation work shown on the Drawings and in the Specifications, including all material, labor, equipment, samples, testing, manuals, and guarantees.

ADD the following at the end of the section:

If performance by the Contractor is deficient, the City reserves the right to subtract appropriate costs from the monthly billing and/or hire another contractor to provide the service and deduct the expense from the contract retention. Since it is difficult to quantify and assess a value to every aspect of the work, the City representative shall determine the cost per incident. The following describes deficiencies:

- a) Lack of compliance to specifications (i.e., failure to adequately mow, edge, litter pick, sweep/rake, weed, prune, remove dead plant material, etc.).
- b) Failure to provide specified reports or to falsify reports.
- c) Failure to supply adequate equipment, labor or supervision.
- d) Failure to repair irrigation deficiencies in the allotted time frame.
- e) Failure to comply with schedules. Variances may be approved by request. Delays in part to acquisition or adverse weather conditions will be taken into consideration.
- f) Failure to protect public health and safety.

END OF SECTION

SECTION 2

01 11 00 SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS.

- a. The Contractor shall perform Work and furnish materials, labor, tools, equipment or services that may be reasonably inferred as being required to produce the intended result, whether specifically called for in the Contract Documents, at no additional cost to the Agency.
- b. Visible, existing improvements for which no specific disposition is made on the Plans, but which interfere with the Work, shall be removed, and disposed of by the Contractor with the prior approval of the Engineer.
- c. The completed Work will install asphalt speed cushions on Park Drive, Black Rail Road, Plum Tree Road and Carrillo Way. The Work shall also include curb extensions on Plum Tree Road as shown on the Plans. Provide all labor, material and equipment for the Bid items listed in this contract.
- d. Location of the Project is on Park Drive, Black Rail Road, Plum Tree Road and Carrillo Way in the City of Carlsbad, in the County of San Diego, California
- e. Work also includes: maintaining the safe passage of pedestrians past the Work area throughout the construction period; traffic control; and obtaining all permits needed to perform the indicated Work.

END OF SECTION

01 11 20 MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE.

- a. The Contract Price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum Bid prices. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection the Work shall be included in the Bid prices.
- b. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the Bids submitted for the Work. The actual amounts of Work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for Work and materials will be the actual amount of Work done and materials furnished. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of Work actually performed and materials actually furnished and the estimated amounts therefor.
- c. Payment for each Bid Item shall be made in accordance with Sections 7-2 and 7-3 of the Agency Supplemental General Provisions and the Bid. All Work shown or described in the Contract Documents and necessary for the functioning of installed equipment or constructed facilities and the repair or replacement of damaged existing improvements in accordance with the Contract Documents shall be considered as included in the Bid Items.

1.02 BID ITEMS.

1. Mobilization (Lump Sum) – Payment for mobilization & demobilization and preparatory Work will be made at the contract Lump Sum. The work associated with this bid item includes full compensation for furnishing all insurance, bonds, licenses, permits, labor, materials, utilities, tools, equipment and incidentals, and for doing all the Work involved in mobilization and preparatory Work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidental to preparing to conduct Work on and off the Project Site and other offsite facilities necessary for Work on the Project; for all other facilities, sureties, Work and operations which must be performed or costs incurred prior to beginning Work on various Contract items on or off the Project Site, applying for and obtaining all required permits, all field survey and staking required for the project, cleanup to

the satisfaction of the Engineer, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items, including all related administration throughout its duration, and demobilization, excepting those specifically paid for under separate sections of these Specifications. The Contractor agrees that the stipulated lump sum amount is sufficient for Mobilization and Preparatory Work, as described in this section, and that the Contractor shall have no right to additional compensation for Mobilization & Demobilization and Preparatory Work. The total price bid for Mobilization & Demobilization shall include the cost of all mobilization and administration for the entire CONTRACT period. No separate payments shall be made for re-mobilization due to project phasing.

2. Traffic Control (Lump Sum) – Payment for Traffic Control Plan and Traffic Control Implementation will be made at the contract Lump Sum price paid for full compensation for all work involved in the developing and implementing the traffic control plans, construction staging and furnishing project traffic control, including furnishing, installation, maintaining and removal of temporary barricades, temporary striping, temporary pavement markers, construction signs, warning signs, portable changeable message signs, or any device for the temporary control of traffic or safety of the workers, including flagmen (i.e. all traffic control as required by City's Traffic Engineer), tools, equipment, incidentals, providing notices, temporary conflicting traffic stripe application and grinded removal, trench steel plate cover installation and removal, and any other safety measures used for the control of traffic, any temporary rerouting of traffic or maintenance of access to properties, during the Project construction period will considered included in the contract Lump Sum price for Traffic Control, in accordance with the plans, contract documents, and as described in conformance with Greenbook Part 6 and Sections 302-2.5, 302-3.8, 302-4.7, 302-10.4, and no additional compensation will be allowed.
3. Water Pollution Control (Lump Sum) – Water Pollution Control work shall be performed in accordance with Section 3-12.6 of the Standard Specifications, City of Carlsbad requirements and these technical provisions. Full compensation for all work involved in developing and implementing water pollution control plans and water pollution control Best Management Practices (BMPs) will be considered as included in the contract Lump Sum price paid for Water Pollution Control, including maintenance and removal of BMPs, in accordance with the plans, contract documents and standard specifications, complete and in place, and no additional compensation will be allowed therefor.

4. Clearing and Grubbing (Lump Sum) – Clearing and Grubbing shall comply with Section 300 “Earthwork”, of the Standard Specifications for Public Works Construction. Clearing and Grubbing work shall include all site demolition including, but not limited to, removal of existing curb, gutter, sidewalk, cross gutter, curb ramps, driveway approaches, AC pavement and other surface improvements indicated to be removed. The location of the existing concrete curb, gutter, sidewalk, curb ramps, driveway approaches and AC paving to be removed shall be as indicated on Plan; the resultant materials shall be disposed of legally outside the right of way. Work for this item shall include all necessary saw cutting and shall be performed in accordance with Section 300-1.3.2 of the Standard Specifications for Public Works Construction. The contract Lump Sum price paid for Clearing and Grubbing includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in clearing and grubbing the site, including disposal of all cleared and grubbed materials at a legal site, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

5. PCC Curb and Gutter (Linear Feet) – Construction of Portland Cement Concrete (PCC) curbs, walks, gutters, cross gutters, alley intersections, access ramps and driveways shall comply with Section 201-1, "Portland Cement Concrete", Section 300, “Earthwork”, and Section 301-1, "Subgrade Preparation", and Section 303-5, “Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways” of the Standard Specifications for Public Works Construction, as shown on the Plans, Standard Drawings and these Special Provisions. PCC curbs, walks, gutters, cross gutters, alley intersections, access ramps and driveways shall be measured as indicated in the bid schedule. The contract unit prices paid for PCC curbs, walks, gutters, cross gutters, alley intersections, access ramps and driveways includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing PCC surface improvements, including laying out and constructing fully ADA-compliant improvements and detectable warning surfaces, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

6. PCC Sidewalk (Square Feet) - Work to be paid for under this item shall include installation of new PCC sidewalk in accordance with Contract documents and all appurtenant work as required by the Contract Documents. The unit price shall include all work associated with the construction of the sidewalk including but not limited to all labor, materials, tools, equipment, transitions, excavation, forming, subgrade preparation, , sawcutting, and

removing and replacing pavement adjacent to the curb. Existing sidewalk shall be removed at the joint.

7. PCC Curb Ramps (Each) - Work to be paid for under this item shall include installation of new concrete Curb Ramps in accordance with Contract documents and all appurtenant work as required by the Contract Documents. The unit price shall include all work associated with the construction of the curb ramps including but not limited to all labor, materials, tools, equipment, transitions, excavation, forming, subgrade preparation, installation of detectable warning surface, concrete curb, sawcutting, and removing and replacing pavement adjacent to the curb.
8. Crushed Aggregate Base (Cubic Yard) – Work to be paid for under this item shall be in accordance with the plans, contract documents, and as described in conformance with Section 203-6 & 302-5. The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, sweeping, hauling, disposal costs, cleaning, transportation, compaction, and incidentals, and for doing all the work involved, complete as detailed.
9. Asphalt Concrete (AC) Paving (Ton) – Construction of Asphalt Concrete (AC) paving, including new paving and overlay. Shall comply with these technical provisions. Asphalt Concrete Paving shall be measured by the ton. The contract unit price per Ton for Asphalt Concrete Paving, includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing AC paving, including tack coat, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.
10. Asphalt Concrete (AC) Speed Cushion (Ton) – Work to be paid for under this item shall be in accordance with the plans, contract documents, and as described in conformance with Section 203-6 & 302-5 and paving variable depth of the asphalt concrete speed cushions. The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, sweeping, hauling, disposal costs, cleaning, transportation, compaction, and incidentals, and for doing all the work involved, complete as detailed.
11. Cold Milling and Asphalt Concrete Overlay (Square Feet) – Work to be paid for under this item shall be in accordance with the plans, contract documents, and as described in conformance

with Section 404. No separate measurement and payment shall be made for disposal of grindings, asphalt tack coat, tapers, or pavement joints. The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, sweeping, hauling, disposal costs, cleaning, transportation, compaction, and incidentals, and for doing all the work involved, complete as detailed.

12. Adjust Existing Water Valve to Grade (Each)– Adjust Valve Well shall include all labor and materials required to adjust existing valve well to the new finish grade in accordance with the provisions of Sections 212-4 and 403 of the Standard Specifications. Aggregate Base shall be measured by the cubic yard, in place. The contract unit price paid Each for Adjust Valve Well, includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in adjusting existing valve well to grade as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

13. Signing and Striping (Lump Sum) – Work to be paid for under this item shall include the installation of Signing and Striping and all appurtenant work in accordance with the Contract Documents. The unit price shall include all work associated with installing Signing and Striping including but not limited to furnishing all materials, labor, tools, equipment, installing traffic striping, curb and pavement markings, pavement markers, roadside signs including reflective signs, posts, removals of existing pavement markings, markers, and signage, red curb parking restriction markings, reflective beading, reflective pavement markers; signage, hardware, mounting fasteners, foundations and posts.

1.03 SUBMITTALS.

a. Informational Submittals:

1. Schedule of Values: Submit on Agency's form.
2. Schedule of Estimated Progress Payments:
 - i. Submit with initially acceptable Schedule of Values.
 - ii. Submit adjustments thereto with Application for Payment.
3. Application for Payment.
4. Final Application for Payment.

1.04 SCHEDULE OF VALUES (SOV).

- a. The Contractor shall prepare a separate SOV for each schedule of the Work under the Contract.
- b. Upon request of the Construction Manager, the Contractor shall provide documentation to support the accuracy of the SOV.
- c. The Contractor shall prepare and submit to the Engineer for review a SOV within the time specified in the Contract Documents.
- d. When requested by the Engineer, the SOV shall divide each lump sum Bid item into its respective activities as listed in the Construction Schedule, and the sum of the costs apportioned to the activities comprising the Bid item shall equal the Bid item price. The Contractor shall add additional detail to the SOV when, in the opinion of the Engineer, such detail is necessary to represent the basis for payment. The Contractor shall submit to the Engineer a corrected Schedule of Values within 10 Calendar Days of the Engineer's request.
- e. The Contractor shall make adjustments to the approved SOV to account for Change Orders or Extra Work. The SOV entries for adjustments so made shall be approved by the Engineer.
- f. Payment for the preparation of or revisions to the SOV shall be included in the Contract Price and no additional payment will be made therefor.
- g. Unit Price Work: Must reflect unit price quantity and price breakdown from conformed Bid Form.
- h. Lump Sum Work:
 1. Must reflect specified cash and contingency allowances and alternates, as applicable.
 2. List bonds and insurance premiums, mobilization, demobilization, preliminary and detailed progress schedule preparation, equipment testing, facility startup, and Contract closeout separately.
 - i. Mobilization includes, at minimum, items identified in Section 01 50 00, Temporary Facilities and Controls.
 - ii. Include item(s) for monthly progress schedule update and maintenance of Construction Manager's trailer.
 3. Break down by Division 02 through 49 with appropriate subdivision of each specification for each Project facility.
- i. An unbalanced or front-end loaded schedule will not be acceptable.
- j. Summation of the complete SOV representing all the Work shall equal the Contract Price.
- k. The Contractor shall submit SOV electronically in a spreadsheet format compatible with latest version of MS Excel.
- l. SOV shall be submitted as a submittal in Procore.

1.05 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS.

- a. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.
- b. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

1.06 APPLICATION FOR PAYMENT.

- a. Transmittal Summary Form: Attach 1 Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- b. Use detailed Application for Payment Form provided by Construction Manager.
- c. Provide separate form for each schedule as applicable.
- d. Include accepted Schedule of Values for each schedule or portion of lump sum Work and the unit price breakdown for the Work to be paid on a unit priced basis.
- e. Include separate line item for each Change Order and Work Change Directive executed prior to date of submission. Provide further breakdown of such as requested by Construction Manager.
- f. Preparation:
 1. Round values to nearest dollar.
 2. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be requested by Construction Manager.

1.07 PAYMENT.

- a. Transmittal Summary Form: Attach 1 Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- b. Each month, the Engineer will make an approximate measurement of the Work performed to the closure date as basis for making monthly progress payments. The estimated value will be based on Contract Unit Prices, completed Change Order Work. Progress payments shall be made no later than 30 Calendar Days after the closure date. Five Working Days following the closure date, the Engineer shall complete the detailed progress pay estimate and submit it to the Contractor for the Contractor's information. Should the Contractor assert that additional payment is due, the Contractor shall within

10 Calendar Days of receipt of the progress estimate, submit a supplemental payment request to the Engineer with adequate justification supporting the amount of supplemental payment request. Upon receipt of the supplemental payment request, the Engineer shall, as soon as practicable after receipt, determine whether the supplemental payment request is a proper payment request. If the Engineer determines that the supplemental payment request is not proper, then the request shall be returned to the Contractor as soon as practicable, but not later than 7 Calendar Days after receipt. The returned request shall be accompanied by a document setting forth in writing the reasons why the supplemental payment request was not proper. Consistent with Public Contract Code Section 20104.50, the Agency shall make payments within 30 Calendar Days after receipt of an undisputed and properly submitted supplemental payment request from the Contractor. If payment of the undisputed supplemental payment request is not made within 30 Calendar Days after receipt by the Engineer, then the Agency shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Code of Civil Procedure Code Section 685.010.

- c. After final inspection, the Engineer will make a Final Payment Estimate and process a corresponding payment. This estimate will be in writing and shall be for the total amount owed the Contractor as determined by the Engineer and shall be itemized by the Contract Bid item and Change Order item with quantities and payment amounts and shall show all deductions made or to be made for prior payments and amounts to be deducted under provisions of the Contract. All prior estimates and progress payments shall be subject to correction in the Final Payment Estimate.
- d. The Contractor shall have 30 Calendar Days from receipt of the Final Payment Estimate to make a written statement disputing any Bid item or Change Order item quantity or payment amount. The Contractor shall provide all documentation at the time of submitting the statement supporting its position. Should the Contractor fail to submit the statement and supporting documentation within the time specified, the Contractor acknowledges that full and final payment has been made for all Contract Bid items and Change Order items.
- e. If the Contractor submits a written statement with documentation in the aforementioned time, the Engineer will review the disputed item within 30 Calendar Days and make any appropriate adjustments on the Final Payment. Remaining disputed quantities or amounts not approved by the Engineer will be subject to resolution as specified in Section 2-10, Disputed Work.
- f. The written statement filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of the disputed items. The Engineer will consider the merits of the Contractor's claims. It will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as

may be required by the Engineer to determine the facts or contentions involved in its claims. Failure to submit such information and details will be sufficient cause for denying payment for the disputed items.

1.08 MOBILIZATION.

- a. Payment for mobilization and preparatory Work will be made at the stipulated lump-sum price Bid therefore in the Bid Schedule and includes full compensation for furnishing all insurance, bonds, licenses, labor, materials, utilities, tools, equipment and incidentals, and for doing all the Work involved in mobilization and preparatory Work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidental to preparing to conduct Work on and off the Project Site and other offsite facilities necessary for Work on the Project; for all other facilities, sureties, Work and operations which must be performed or costs incurred prior to beginning Work on various Contract items on or off the Project Site, excepting those specifically paid for under separate sections of these Specifications. The Contractor agrees that the stipulated lump sum amount is sufficient for Mobilization and Preparatory Work, as described in this section, and that the Contractor shall have no right to additional compensation for Mobilization and Preparatory Work.
- b. Progress payments for mobilization and preparatory Work will be made as follows: For the first progress payment (after the issuance of the Notice to Proceed), 40% of the amount Bid for mobilization and preparatory Work will be allowed. For the second progress payment, an additional 60% of the amount Bid for mobilization and preparatory Work will be allowed. Mobilization shall include preparatory Work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project Site, for the establishment of all offices, buildings and other facilities necessary for the Work, sureties and for all other Work and operations which must be performed or costs incurred prior to beginning and after completion of the Work excepting those specifically paid for under a separate Bid item. The dismantling and removal of temporary facilities, equipment, materials, construction waste and personnel shall be included in the payment for mobilization.
- c. When a Bid item has been provided for "Mobilization", payment shall be distributed equally over the first 2 progress payments up to the amount of the Bid item price but shall not exceed 3% of the Contract Price. If the Bid item for "Mobilization" exceeds 3% of the Contract Price, the portion above 3% of the Contract Price shall be paid as a part of the Final Payment.

1.09 MISCELLANEOUS CONCRETE.

- a. All concrete which is required in connection with manholes or structures, pavement or sidewalk replacement, and other pay items shall be included in the lump sum or unit price Bid for the pay item.
- b. The unit price Bid for miscellaneous concrete shall include concrete, reinforcing steel, forms, finishing, curing, and all other Work or materials required to complete the concrete Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

01 31 00 PROJECT MANAGEMENT AND COORDINATION PART 1 CONSTRUCTION MANAGEMENT SOFTWARE

1.01 PROCORE PROJECT MANAGEMENT AND COLLABORATION SYSTEM.

- a. This project may utilize the Owner's Procore (www.procore.com) online project management and document control platform. The intent of utilizing Procore is to reduce cost and schedule risk, improve quality and safety, and maintain a healthy team dynamic by improving information flow, reducing non-productive activities, reducing rework and decreasing turnaround times. The Contractor is required to create a free web-based Procore user account(s) and utilize web-based training / tutorials (as needed) to become familiar with the system. Unless the Engineer approves otherwise, the Contractor shall process all project documents through Procore because this platform will be used to submit, track, distribute and collaborate on project. If unfamiliar or not otherwise trained with Procore, Contractor and applicable team members shall complete a free training certification course located at <http://learn.procore.com/procore-certification-subcontractor>. The Contractor is responsible for attaining their own Procore support, as needed, either through the online training or reaching out to the Procore support team. It will be the responsibility of the Contractor to regularly check Procore and review updated documents as they are added. There will be no cost to the Contractor for use of Procore.

It is recommended that the Contractor provide mobile access for Windows, iOS located at <https://apps.apple.com/us/app/procore-construction-management/id374930542> or Android devices located at <https://play.google.com/store/apps/details?id=com.procore.activities> with the Procore App installed to at least one on-site individual to provide real-time access to current posted drawings, specifications, RFIs, submittals, schedules, change orders, project documents, as well as any deficient observations or punch list items. Providing mobile access will improve communication, efficiency, and productivity for all parties. The use of Procore for project management does not relieve the contractor of any other requirements as may be specified in the contract documents.

END OF SECTION

01 32 00 SUBMITTALS

PART 1 GENERAL

1.01 GENERAL.

- a. Each submittal shall be consecutively numbered. Resubmittals shall be labeled with the original submittal number followed by an ascending alphabetical designation (e.g., '4-A' would indicate the first resubmittal of the fourth submittal). Each submittal shall be accompanied by a letter of transmittal on the Contractor's letterhead which shall contain the following:
 1. Agency Project title and Contract number.
 2. Specification section number(s) pertaining to material submitted for review.
 3. Submittal number.
 4. Description of the contents of the submittal.
 5. Identification of any deviation from the Contract Documents on the transmittal and by redline on the shop or working Drawings.
 6. Contractor's certification statement.
 7. Printed name and signature of submitter, title and date.
- b. The Contractor shall place the following certification statements on all submittals and shall subscribe to one of the following:

"I certify that the materials, equipment or construction procedure(s) contained in this submittal meet all requirements shown or specified in the Contract Documents with no exceptions."

Or

"I certify that the materials, equipment or construction procedure(s) contained in this submittal meet all requirements shown or specified in the Contract Documents, except for the following deviation(s):"
- c. Shop Drawings and engineering data (submittals) covering all equipment and all fabricated components and building materials which will become a permanent part of the Goods and Special Services under this Contract shall be submitted to Engineer for review, as required. Submittals shall verify compliance with the Contract Documents and shall include Drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and the operation of component materials and devices; the external connections, anchorages, and supports required; the performance characteristics; and dimensions needed for installation and correlation with other materials and equipment.
- d. Each submittal shall cover items from only one section of the specification unless the item consists of components from several sources. Contractor shall submit a complete initial submittal including all components. When an item consists of components from several sources, Contractor's initial submittal shall be complete including all components.
- e. All submittals, regardless of origin, shall be approved by Contractor and clearly identified with the name and number of this Contract, Contractor's name, and references to applicable specification paragraphs and Contract Drawings. Each copy of all submittals, regardless of origin, shall be stamped or affixed with an approval statement of Contractor. Each submittal shall indicate the intended use of the item in the Goods and Special

Services. When catalog pages are submitted, applicable items shall be clearly identified and inapplicable data crossed out. The current revision, issue number, and date shall be indicated on all Drawings and other descriptive data.

- f. Contractor shall be solely responsible for the completeness of each submittal. Contractor's stamp or affixed approval statement of a submittal is a representation to Engineer that Contractor accepts sole responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that Contractor has reviewed and coordinated each submittal with the requirements of the Goods and Special Services and the Contract Documents.
- g. All deviations from the Contract Documents shall be identified as deviations on each submittal and shall be tabulated in Contractor's letter of transmittal using Figure P-01300-2. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.
- h. (Optional Paragraph) The Contractor shall submit shop Drawings in either hard copy or electronically. All submittals shall be made with the selected method, and the Contractor shall inform the Engineer by letter 1 week after award of the Contract, which method has been selected. Submittals made by any method other than that selected by the Contractor, will be returned without review.
- i. (Optional Paragraph) For hard copy submittals, 5 copies of each drawing and the necessary data shall be submitted to Engineer. Engineer will return 2 marked copies (or 1 marked reproducible copy) to Contractor. Facsimile (fax) or electronic copies will not be acceptable. Engineer will not accept submittals from anyone but Contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades.
- j. (Optional Paragraphs) For electronic submittals, drawings and the necessary data shall be submitted electronically to Engineer as specified below. Submittal documents shall be in black and white unless color is required for the review of the submittal. All electronic files shall be in PDF as generated by Adobe Acrobat Professional latest version. The PDF file(s) shall be fully indexed using the Table of Contents, searchable with thumbnails generated. PDF images must be at a readable resolution. For most documents, they should be scanned or generated at 300 dots per inch (dpi). Optical Character Recognition (OCR) capture must be performed on these images so that text can be searched, selected and copied from the generated PDF file. The PDF documents shall have a bookmark created in the navigation frame for each major entry ("Section" or "Chapter") in the Table of Contents. Thumbnails shall be generated for each page or graphic in the PDF file. The opening view for each PDF document shall be as follows:
 - 1. Initial View: Bookmarks and Page
 - 2. Magnification: Fit in Window
 - 3. The file shall open to the Contractor's transmittal letter, with bookmarks to the left.
The first bookmark shall be linked to the Table of Contents.PDF document properties shall include the submittal number for the document title and the Contractor's name for the author.

- k. Electronic submittal file sizes shall be limited to 10 MB. When multiple files are required for a submittal the least number of files possible shall be created.
- l. The Contractor shall post submittals and retrieve the Engineer's submittal review comments through the Engineer's (Consulting Engineer's) Project website accessible through the Internet. Instruction on procedures for posting and retrieving submittals will be provided after award of the Contract.
- m. Facsimiles (fax) will not be acceptable. Engineer will not accept submittals from anyone but Contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades.

1.02 ENGINEER'S REVIEW OF SUBMITTALS.

- a. Engineer's review of submittals covers only general conformity to the Drawings and Specifications, external connections, and dimensions that affect the layout; it does not indicate thorough review of all dimensions, quantities, and details of the material, equipment, device, or item covered. Engineer's review shall not relieve Contractor of sole responsibility for errors, omissions, or deviations in the Drawings and data, nor of Contractor's sole responsibility for compliance with the Contract Documents.
- b. Engineer's submittal review period shall be 21 consecutive Calendar Days and shall commence on the first Calendar Day following receipt of the submittal or resubmittal in Engineer's office. The time required to mail the submittal or resubmittal back to Contractor shall not be considered a part of the submittal review period.
- c. When the Drawings and data are returned with review status "NOT ACCEPTABLE" or "RETURNED FOR CORRECTION," the corrections shall be made as instructed by Engineer. If submittals are made in hard copy, 5 corrected copies shall be resubmitted. If submittals are made electronically, the corrected Drawings and data shall be resubmitted through the Project website. Resubmittals by facsimile or e-mail will not be accepted. When the Drawings and data are returned with review status "EXCEPTIONS NOTED," "NO EXCEPTIONS NOTED," or "RECORD COPY," no additional copies need be furnished unless specifically requested by Engineer.

1.03 RESUBMITTAL OF DRAWINGS AND DATA.

- a. Contractor shall accept full responsibility for the completeness of each resubmittal. Contractor shall verify that all corrected data and additional information previously requested by Engineer are provided on the resubmittal.
- b. When corrected copies are resubmitted, Contractor shall direct specific attention to all revisions in writing and shall list separately any revisions made other than those called for by Engineer on previous submittals. Requirements specified for initial submittals shall also apply to resubmittals. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.) or a unique identification that indicates the initial submittal and correct sequence of each resubmittal.
- c. If more than 1 resubmittal is required because of failure of Contractor to provide all previously requested corrected data or additional information, Contractor shall reimburse Agency for the charges of Engineer for review of the additional resubmittals.

This does not include initial submittal data such as shop tests and field tests that are submitted after initial submittal.

- d. (Optional Paragraph) Resubmittals shall be made within 30 Calendar Days of the date of the letter returning the material to be modified or corrected, unless within 14 Calendar Days Contractor submits an acceptable request for an extension of the stipulated time period, listing the reasons the resubmittal cannot be completed within that time.
- e. The need for more than 1 resubmittal, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Times unless delay of the Work is the direct result of a change in the Work authorized by a Change Order or failure of Engineer to review and return any submittal to Contractor within the specified review period.

1.04 COLOR SELECTION.

- b. Contractor shall submit samples of colors and finishes for all accepted products before Engineer will coordinate the selection of colors and finishes with Agency. Engineer will prepare a schedule of finishes that include the colors and finishes selected for both manufactured products and for surfaces to be field painted or finished and will furnish this schedule to Contractor within 60 Calendar Days after the date of acceptance of the last color or finish sample.

1.05 OPERATION AND MAINTENANCE DATA AND MANUALS.

- a. Adequate operation and maintenance information shall be supplied for all equipment requiring maintenance or other attention. The equipment supplier shall prepare a Project specific operation and maintenance manual for each type of equipment indicated in the individual equipment sections or the equipment schedule.
- b. (Optional Paragraph) Parts lists and operating and maintenance instructions shall be furnished for other equipment not listed in the individual equipment sections or the equipment schedule.
- c. Operation and maintenance manuals shall include the following:
 - 1. Equipment function, normal operating characteristics, and limiting conditions.
 - 2. Assembly, installation, alignment, adjustment, and checking instructions.
 - 3. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
 - 4. Lubrication and maintenance instructions.
 - 5. Guide to troubleshooting.
 - 6. Parts lists and predicted life of parts subject to wear.
 - 7. Outline, cross section, and assembly drawings; engineering data; and wiring diagrams.
 - 8. Test data and performance curves, where applicable.
- d. The operation and maintenance manuals shall be in addition to any instructions or parts lists packed with or attached to the equipment when delivered, or which may be required by Contractor.
- e. (Optional Paragraph) Three hard copies of each manual shall be submitted to Engineer prior to the date of shipment of the equipment. When the O&M manuals are returned

with the review status "RETURNED FOR CORRECTION," the corrections shall be made as instructed by the Engineer, and 2 copies of the corrected portion(s) and 1 complete corrected copy of the O&M manual returned to the Engineer. After review by Engineer, is complete 4 hard copies and 1 electronic copy of each operation and maintenance manual shall be prepared and delivered to Engineer not later than 30 Calendar Days prior to placing the equipment in operation. The electronic copy shall be submitted through the Project website, and will be reviewed for content and organization and assigned a review status by the Engineer. When corrections are required, a corrected version of the electronic copy shall be resubmitted. Procedures for submission of the electronic copy will be provided after award of the Contract. When review of the electronic copy by the Engineer is complete, 3 copies of each electronic O&M manual shall be delivered on CD-ROM to the Engineer. Each CD shall contain only 1 copy of 1 manual.

- f. (Optional Paragraph) Manuals shall be submitted in electronic format to the Engineer prior to the date of shipment of the equipment. The manuals shall be submitted and the Engineer's review comments retrieved, through the Project website accessible through the Internet. Instruction on procedures for posting and retrieving O&M submittals and review comments will be provided after award of the Contract. When the O&M manuals are reviewed "RETURNED FOR CORRECTION," the corrections shall be made as instructed by the Engineer or Consulting Engineer, and corrected manuals resubmitted to the Engineer or Consulting Engineer. When review by the Engineer is complete, 3 copies of each electronic O&M manual shall be delivered on CD-ROM to the Engineer. Each CD shall contain only 1 copy of 1 manual. Delivery of the final O&M shall be made 30 Calendar Days prior to placing the equipment in operation.
- g. All material shall be marked with Project identification, and inapplicable information shall be marked out or deleted.
- h. Shipment of equipment will not be considered complete until all required manuals and data have been received.

1.06 HARD COPY OPERATIONS AND MAINTENANCE MANUALS.

- a. Hard copies submitted for review shall be temporarily bound in heavy paper covers bearing suitable identification. All manuals and other data shall be printed on heavy, first quality 8 1/2 x 11 inch paper, with standard 3-hole punching. Drawings and diagrams shall be reduced to 8 1/2 x 11 inches or 11 x 17 inches. Where reduction is not practicable, larger drawings shall be folded separately and placed in envelopes, which are bound into the manuals. Each envelope shall be suitably identified on the outside. Each volume containing data for 3 or more items of equipment shall include a table of contents and index tabs. The final hard copy of each manual shall be prepared and delivered in substantial, permanent, 3-ring or 3-post binders in heavy paper covers with a table of contents and suitable index tabs.

1.07 ELECTRONIC OPERATIONS AND MAINTENANCE MANUALS.

- a. Electronic manuals shall be in Adobe Acrobat's PDF and shall be prepared at a resolution between 300 and 600 dpi, depending on document type. OCR capture shall be performed

on these documents. OCR settings shall be performed with the “original image with hidden text” option in Adobe Acrobat Exchange.

- b. File size shall be limited to 10 MB. When multiple files are required the least number of files possible shall be created. File names shall be in the format OMXXXXX-YYYZ-V.pdf, where XXXXX is the 5-digit number corresponding to the specification section, YYY is a 3-digit O&M manual number, e.g., 001, Z is the letter signifying a resubmittal, A, B, C, etc, and V is a number used only when more than one 10 MB file is required for an O&M manual.
- c. Documents prepared in PDF format shall be processed as follows:
- d. Pages shall be searchable (processed for optical character recognition) and indexed when multiple files are required.
 - 1. Of material to update the manual provided by the manufacturer. Pages shall be rotated for viewing in proper orientation.
 - 2. A bookmark shall be provided in the navigation frame for each entry in the Table of Contents.
 - 3. Embedded thumbnails shall be generated for each completed PDF file.
 - 4. The opening view for PDF files shall be as follows:
 - 5. Initial View: Bookmarks and Page
 - 6. Page Number: Title Page (usually Page 1)
 - 7. Magnification: Set to Fit in Window
 - 8. Page: Single Page
 - 9. Where the bookmark structure is longer than 1 page, the bookmarks shall be collapsed to show the chapter headings only.
 - 10. When multiple files are required the first file of the series (the parent file) shall list every major topic in the Table of Contents. The parent file shall also include minor headings bookmarked based on the Table of Contents. Major headings, whose content is contained in subsequent files (children) shall be linked to be called from the parent to the specific location in the child file. The child file shall contain bookmark entries for both major and minor headings contained in the child file. The first bookmark of any child file shall link back to the parent file and shall read as follows "Return to the Equipment Name Table of Contents," e.g., Return to the Polymer Feed System Table of Contents.
 - 11. Drawings shall be bookmarked individually.
 - 12. Files shall be delivered without security settings to permit editing, insertion and deletion.

1.08 LABELING.

- b. As a minimum, the following information shall be included on all final O&M manual materials, including CD-ROM disks, jewel cases, and hard copy manuals:
 - Equipment name and/or O&M title spelled out in complete words.
 - Project Name.
 - Agency Project/Contract Number.
 - Specification Section Number. Example: “Section 15 55 00”.
 - Manufacturer’s name.

File Name and Date.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

01 33 00 CONSTRUCTION PROGRESS SCHEDULE PART 2 EXECUTION

2-1.1 Preconstruction Meeting.

After, or upon, notification of Contract award, the Engineer will set the time and location for the Preconstruction Meeting. Attendance of the Contractor's management personnel responsible for the management, administration, and execution of the Project is mandatory for the meeting to be convened. Failure of the Contractor to have the Contractor's responsible Project personnel attend the Preconstruction Meeting will be grounds for default by Contractor per Supplemental General Provisions Section 6-7. No separate payment will be made for the Contractor's attendance at the meeting. The Notice to Proceed will only be issued on or after the completion of the Preconstruction Meeting.

2-1.2 Preparation and Review of the Baseline Construction Schedule.

The Contractor shall prepare the Baseline Construction Schedule as a CPM Schedule in the precedence diagram method (activity-on-node) format. The Baseline Construction Schedule shall depict a workable plan showing the sequence, duration, and interdependence of all activities required to represent the complete performance of all Project Work as well as periods where Work is precluded. The Baseline Construction Schedule shall begin with the projected date of issuance of the Notice to Proceed and conclude with the date of final completion per the Contract duration. The Baseline Construction Schedule shall include detail of all Project phasing, staging, and sequencing, including all milestones necessary to define beginning and ending of each phase or stage.

2-1.2.1 Time-Scaled Network Diagram.

As a part of the Baseline Construction Schedule the Contractor shall prepare and submit to the Engineer a complete time-scaled network diagram showing all of the activities, logic relationships, and milestones comprising the schedule.

2-1.2.2 Tabular Listing.

As a part of the Baseline Construction Schedule the Contractor shall prepare and submit to the Engineer a tabular listing of all of the activities, showing for each activity the identification number, the description, the duration, the early start, the early finish, the late start, the late finish, the total float, and all predecessor and successor activities for the activity described.

2-1.2.3 Bar Chart.

As a part of the Baseline Construction Schedule the Contractor shall prepare and submit to the Engineer a chart showing individual tasks and their durations arranged with the tasks on the vertical axis and duration on the horizontal axis. The bar chart shall use differing texture patterns or distinctive line types to show the Critical Path.

2-1.2.4 Schedule Software.

The Contractor shall use commercially available software equal to the Windows compatible “Suretrak” program by Primavera or “Project” program by Microsoft Corporation to prepare the Baseline Construction Schedule and all updates thereto. The Contractor shall submit to the Agency a digital file with all network information contained on it, in a format readable by a Microsoft Windows system. The Agency will use a “Suretrak,” “Project” or equal software program for review of the Contractor’s schedule.

2-1.2.5 Schedule Activities.

Except for submittal activities, activity durations shall not be shorter than 1 Working Day nor longer than 15 Working Days, unless specifically and individually allowed by the Engineer. The Baseline Construction Schedule shall include between 100 and 500 activities, including submittals, interfaces between utility companies and other agencies, Project milestones and equipment and material deliveries. The number of activities will be sufficient, in the judgment of the Engineer, to communicate the Contractor’s plan for Project execution, to accurately describe the Project Work, and to allow monitoring and evaluation of progress and of time impacts. Each activity’s description shall accurately define the work planned for the activity and each activity shall have recognizable beginning and end points.

2-1.2.6 Float.

Float or slack time within the schedule is available without charge or compensation to whatever party or contingency first exhausts it.

2-1.2.7 Restraints to Activities.

Any submittals, utility interfaces, or any furnishing of Agency supplied materials, equipment, or services, which may impact any activity’s construction shall be shown as a restraint to those activities. Time periods to accommodate the review and correction of submittals shall be included in the schedule.

2-1.2.8 Late Completion.

A Baseline Construction Schedule showing a Project duration longer than the specified Contract duration will not be acceptable and will be grounds for determination of default by Contractor, per Agency Supplemental General Provisions Section 6-4.

2-1.2.9 Early Completion.

The Baseline Construction Schedule will show the Contractor’s plan to support and maintain the Project for the entire contractual time span of the Project. Should the Contractor propose a Project duration shorter than Contract duration, a complete Baseline Construction Schedule must be submitted, reflecting the shorter duration, in complete accordance with all schedule requirements of Agency Supplemental General Provisions Section 6-1. The Engineer may choose to accept the Contractor’s proposal of a Project duration shorter than the duration specified; provided the Agency is satisfied the shortened Baseline Construction Schedule is reasonable and the Agency and all other entities, public and private, which interface with the Project are able to support the provisions of the shortened Baseline Construction Schedule. The Agency’s

acceptance of a shortened duration Project will be confirmed through the execution of a Contract Change Order revising the Project duration and implementing all contractual requirements including liquidated damages in accordance with the revised duration.

2-1.2.10 Engineer's Review.

The Construction Schedule is subject to the review of the Engineer. The Engineer's determination that the Baseline Construction Schedule proposed by the Contractor complies with the requirements of these supplemental provisions shall be a condition precedent to issuance of the Notice to Proceed by the Engineer. If the Engineer determines that the Construction Schedule does not meet the requirements of these specifications the Contractor shall correct the Construction Schedule to meet these specifications and resubmit it to the Engineer. Failure of the Contractor to obtain the Engineer's determination that the initial Construction Schedule proposed by the Contractor complies with the requirements of these supplemental provisions within 30 Working Days after the date of the Preconstruction Meeting shall be grounds for termination of the Contract per Agency Supplemental General Provisions Section 6-4. Days used by the Engineer to review the initial Construction Schedule will not be included in the 30 Working Days.

The Engineer will review and return to the Contractor, with any comments, the Baseline Construction Schedule within 15 Working Days of submittal. The Baseline Construction Schedule will be returned marked as per Sections 2-1.2.10.1 through 2-1.2.10.3.

2-1.2.10.1 "Accepted".

The Contractor may proceed with the Project Work upon issuance of the Notice to Proceed and will receive payment for the schedule in accordance with Section 2-1.8.1.

2-1.2.10.2 "Accepted with Comments".

The Contractor may proceed with the Project Work upon issuance of the Notice to Proceed. The Contractor must resubmit the schedule incorporating the comments prior to receipt of payment per Section 2-1.8.1.

2-1.2.10.3 "Not Accepted".

The Contractor must resubmit the schedule incorporating the corrections and changes of the comments prior to receipt of payment per Section 2-1.8.1. The Notice to Proceed will not be issued by the Engineer if the changes of the comments are not submitted as required and marked "Accepted" or "Accepted with Comments" by the Engineer. The Contractor, at the sole option of the Engineer, may be considered as having defaulted the Contract under the provisions of Supplemental General Provisions Section 2-7 TERMINATION OF THE CONTRACT FOR DEFAULT if the changes of the comments are not submitted as required and marked "Accepted" by the Engineer.

2-1.3 Preparation of Schedule Updates and Revisions.

The Contractor shall meet with the Engineer during the last week of each month to agree upon each activity's schedule status and shall submit monthly updates of the Baseline Construction

Schedule confirming the agreements no later than the fifth Working Day of the following month. The monthly update will be submitted on electronic media conforming to Section 6-1.3.3 Electronic Media per the submittal requirements of Section 1.05 (Electronic Progress Schedule Format and Reporting) and will include each item and element of Sections 2-1.2 through 2-1.2.9 and 2-1.3.1 through 2-1.3.7.

2-1.3.1 Actual Activity Dates.

The actual dates each activity was started and/or completed during the month. After first reporting an actual date, the Contractor shall not change that actual date in later updates without specific notification to the Engineer with the update.

2-1.3.2 Activity Percent Complete.

For each activity underway at the end of the month, the Contractor shall report the percentage determined by the Engineer as complete for the activity.

2-1.3.3 Electronic Media.

The schedule data disk shall be a digital file, labeled with the Project name and number, the Contractor's name and the date of preparation of the schedule data disk. The schedule data disk shall be readable by the software specified in Section 6-1.2.4 "Schedule Software" and shall be free of file locking, encryption or any other protocol that would impede full access of all data stored on it.

2-1.3.4 List of Changes.

A list of all changes made to the activities or to the interconnecting logic, with an explanation for each change.

2-1.3.5 Change Orders.

Each monthly update will include the addition of the network revisions reflecting the Change Orders approved in the previous month. The network revisions will be as agreed upon during the review and acceptance of the Contractor's Change Orders.

2-1.3.6 Bar Chart.

Each monthly update will include a chart showing individual tasks and their durations arranged with the tasks on the vertical axis and duration on the horizontal axis. The bar chart shall use differing texture patterns or distinctive line types to show the Critical Path.

2-1.4 Engineer's Review of Updated Construction Schedule.

The Engineer will review and return the Updated Construction Schedule to the Contractor, with any comments, within 5 Working Days of submittal. The Updated Construction Schedule will be returned marked as per Sections 6-1.4.1 through 6-1.4.3. Any Updated Construction Schedule marked "Accepted with Comments" or "Not Accepted" by the Engineer will be returned to the Contractor for correction. Upon resubmittal the Engineer will review and return the resubmitted Updated Construction Schedule to the Contractor, with any comments, within 5 Working Days. Failure of the Contractor to submit a monthly Updated Construction Schedule will invoke the

same consequences as the Engineer returning a monthly Updated Construction Schedule marked “Not Accepted.”

2-1.4.1 “Accepted”.

The Contractor may proceed with the Project Work upon issuance of the Notice to Proceed, and will receive payment for the schedule in accordance with Section 2-1.8.1.

2-1.4.2 “Accepted with Comments”.

The Contractor may proceed with the Project Work upon issuance of the Notice to Proceed. The Contractor must resubmit the schedule incorporating the comments prior to receipt of payment per Section 2-1.8.1.

2-1.4.3 “Not Accepted”.

The Contractor must resubmit the Updated Construction Schedule to the Engineer incorporating the corrections and changes noted in the Engineer’s comments prior to receipt of payment per Section 6-1.8.2. The Contractor, at the sole option of the Engineer, may be considered as having defaulted the Contract under the provisions of Agency Supplemental General Provisions Section 6-7 TERMINATION OF THE CONTRACT FOR DEFAULT if the changes of the comments are not submitted and marked “Accepted” by the Engineer before the last day of the month in which the Updated Construction Schedule is due. If the Contractor fails to submit the corrected Updated Construction Schedule as required the Contractor may elect to proceed with the Project at its own risk. Should the Contractor elect not to proceed with the Project, any resulting delay, impact, or disruption to the Project will be the Contractor’s responsibility.

2-1.5 Late Completion or Milestone Dates.

Should the Schedule Update indicate a completion or contractually required milestone date later than the properly adjusted Contract or milestone duration, the Agency may withhold liquidated damages for the number of Calendar Days late. Should a subsequent “Accepted” Schedule Update remove all or a portion of the delay, all or the allocated portion of the previously held liquidated damages shall be released in the monthly payment to the Contractor immediately following the “Accepted” schedule.

2-1.6 Interim Revisions.

Should the actual or projected progress of the Work become substantially different from that depicted in the Project Schedule, independently of and prior to the next monthly update, the Contractor will submit a revised Baseline Construction Schedule, with a list and explanation of each change made to the schedule. The Revised Construction Schedule will be submitted per the submittal requirements of Section 1.05 (Electronic Progress Schedule Format and Reporting) and per the schedule review and acceptance requirements of Agency Supplemental General Provisions Section 6-1, including but not limited to the acceptance and payment provisions. As used in this section “substantially different” means a time variance greater than 5 percent of the number of Calendar Days of duration for the Project.

2-1.7 Final Schedule Update.

The Contractor shall prepare and submit a Final Schedule Update when 100% of the Construction Work is completed. The Contractor's Final Schedule Update must accurately represent the actual dates for all activities. The Final Schedule Update shall be prepared and reviewed per Sections 6-1.3. Preparation of Schedule Updates and Revisions and 6-1.4 Engineer's Review of Updated Construction Schedule. Acceptance of the Final Schedule Update is required for completion of the Project and release of any and all funds retained per Section 9-3.2.

2-1.8 Measurement and Payment of Construction Schedule.

The Contractor's preparation, revision and maintenance of the Construction Schedule are incidental to the Work and no separate payment will be made for them.

END OF SECTION

01 41 26 PERMIT REQUIREMENTS

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS.

- a. The Contractor is responsible to obtain all local, state and federal permits and licenses required to perform the Work. Payment for obtaining and complying with permits and licenses including, but not limited to, general construction permits, building permits, grading permits, encroachment permits, haul route permits, excavation permits, drilling permits, water discharge permits, temporary easements, licenses, inspection fees, and Federal, State and local taxes shall be borne by the Contractor and shall be included in prices Bid for Work for which such costs are appurtenant.
- b. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to, permits required for sewage bypass pumping or discharge; Night Work; overload; blasting or demolition or for any permit related to the operation of equipment used in such Work.
- c. The Contractor shall obtain and pay for all permits for the disposal of all waste or surplus materials removed from the Project. The cost of the permit(s) shall be included in the price for the Bid items requiring the permits and no additional compensation will be allowed for them.
- d. The Contractor shall provide a copy of the permit or license to the Agency prior to performing the Work requiring the permit or license.
- e. Contractor shall pay for all fees applicable to Contractor's operations.
- f. Contractor shall not begin Work until all permits applicable to the Work are obtained. Permits shall be maintained in valid status until acceptance of the Work by the Agency.
- g. The Contractor shall pay all business taxes or license fees that are required for the Work.
 1. To the extent that there is a change in the type or cost of any permits, fees, licenses, or inspections after Contract award, there shall be an equitable adjustment in the Contract Price on account of such change under the Extra Work provisions.
 2. The Contractor shall comply with and give notices required by Applicable Laws. The Contractor is not entitled to damages or additional payment for delays attributable to the acquisition of permits.
 3. The Contractor shall pay the Agency for regulatory fees, fines, or penalties imposed on the Agency arising from the Contractor's failure to complete the Work in accordance with the Contract Documents.
- h. The Contractor shall obtain, pay for, and comply with required permits, licenses, work permits, and authorizations from appropriate agencies, including the following:
 1. Licenses
 - i. Before submitting Bids, Contractors shall be licensed in accordance with provisions of Chapter 9, Division 3, of the Business and Professions Code.
 - ii. City of Carlsbad Business License.
 2. State and Federal permits
 - i. Excavation and Dirt Moving Permit from Cal/OSHA
 - ii. Safety permit from California Division of Industrial Safety

- iii. NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Risk Level 2)
- iv. NPDES Permit for discharge of hydrostatic test water and potable water
- 3. Resource Agency Permits:
 - i. California Coastal Commission Coastal Development Permit number 6-22-0152 issued on 7/18/2023.
- 4. Other permits
 - i. City Haul Route Permit
 - ii. Traffic Control Plan Permit
 - iii. Grading Permit
 - iv. Right of Way Permit
 - v. Oversize Load Permit
 - vi. Written authorization from private property owners for property utilized for staging
- i. The Agency will obtain for the Contractor, the following:
 - 1. CEQA Initial Study/Mitigated Negative Declaration
 - 2. Habitat Management Plan (HMP) Permit No. 2020-006
 - 3. Hill Side Development Permit (HDP) No. 2020-0003

1.02 HAUL ROUTE PERMIT.

- a. The Contractor shall prepare a Project specific haul route plan detailing the streets intended for use in delivery of materials and import and export of soil. Contractor will be limited to the routes approved by the City of Carlsbad according to the approved haul route plan contained in the permit.

1.03 TRAFFIC CONTROL PLANS.

- a. The Contractor shall prepare Project specific traffic control plans, and haul route plan and use such plans to obtain a traffic control permit from the City of Carlsbad Development Services Department.

1.05 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)/ GENERAL PERMIT.

- A. Water Pollution Prevention. The Contractor shall plan for and implement temporary construction BMPs to mitigate the water quality impacts of land disturbance and non-storm water discharges related to construction activities in accordance the Agency's current Municipal Stormwater Permit and Carlsbad Municipal Code Chapter 15.12. BMPs are the schedules of activities, prohibitions of practices, maintenance procedures and other management practices employed during construction activities to prevent or reduce pollution of bodies of water protected by the federal Clean Water Act (33 U.S.C. § 1251 *et seq.*) and the state Porter-Cologne Water Quality Control Act (Water Code, § 13000 *et seq.*), which include oceans, lagoons, lakes, streams and other sensitive water bodies and water courses. Construction BMPs also include physical devices and structural construction control measures designed to prevent soil erosion from occurring on the Work Site, or that are designed to prevent sediment from leaving the Work Site, both of which are referred to hereafter as "Water Pollution." BMPs are also intended to protect

the health, safety and welfare of the public and to prevent damage to adjoining public and private property resulting from construction activities.

- B. Pollution prevention practices and the minimum BMPs are required during all 12 months of the year. BMPs and other erosion control practices must be implemented as the most important “first line of defense.” The Agency has adopted the CASQA ‘Stormwater Best Management Practices Handbook: Construction,’ latest edition, as its preferred source for adopting construction BMPs. All BMPs must correspond to the BMP Fact Sheets included in the CASQA Construction Handbook. With the approval of the Engineer, or designee, the Agency may accept comparable BMPs from reputable alternative sources. As used in this section, “Engineer” shall have the same meaning as “Construction Manager.”
- C. The Contractor shall utilize the Agency’s Tier 1 or Tier 2 SWPPP templates and include all applicable elements provided in the template. The SWPPP templates are available on the Agency’s website at [PROJECT ENGINEER insert website address here]. Tier 1 and Tier 2 SWPPP templates include standard storm water prevention construction notes, a Project information block, a Storm Water Compliance Statement, Agency approval block and a BMP Checklist Table. The BMP Checklist Table is intended to help the Contractor select appropriate BMPs best suited to the Project and the Work. Additionally, the SWPPP shall include a Site plan showing the proposed Project Site and depicting the areas of proposed construction and proposed locations of construction BMPs. The Tier 1 and Tier 2 SWPPP plans shall be submitted as additional sheets to the construction plan set.
- D. The Engineer may require Contractor to adopt additional BMPs if the Engineer determines the selected BMP(s) are ineffective or incapable of preventing Water Pollution from escaping the Work site. Tier 1 and Tier 2 SWPPPs must be combined with proper and timely installation of the BMPs, thorough and frequent inspections, maintenance, and documentation. The Contractor shall ensure that the selected BMPs are appropriately incorporated into the Site design and, if required by the Engineer, must employ a qualified professional to ensure proper installation and maintenance of the BMPs.
- E. The Engineer may suspend the Work, consistent with Supplemental General Provisions Section 6-6, at the Contractor’s cost, that create Water Pollution or otherwise violate water quality standards required by the federal Clean Water Act (33 U.S.C. § 1251 *et seq.*) and the state Porter-Cologne Water Quality Control Act (Water Code, § 13000 *et seq.*) if the Engineer determines that the Contractor has failed to satisfy all requirements of this section. If the Contractor violates any provisions of this subsection, or if Water Pollution occurs in the Work Site for any reason, the Contractor shall immediately notify the Engineer.
- F. The Contractor shall immediately notify the Agency if there is a non-stormwater discharge to the storm drain conveyance system resulting from the Work or Project-related activities. In addition, the Contractor shall, within 24 hours, submit a written report to the Engineer describing the incident and corrective actions taken. If for any reason the Engineer detects Water Pollution, before notification by the Contractor, this written report shall also include an explanation of why the Contractor had not timely notified the Engineer.

G. Implementation Costs. Preparation, implementation and management of Water Pollution prevention activities are incidental to the items of Work and Agency shall not make additional payment to Contractor for these costs.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.03 WATER.

- a. All water required for and in connection with the Work to be performed shall be provided by and at the expense of Contractor. No separate payment for water used or required will be made and all costs in connection with the water shall be included in the Bid.

1.04 POWER.

- a. Contractor shall provide all power for heating, lighting, operation of Contractor's plant or equipment, or for any other use by Contractor. Temporary heat and lighting shall be maintained until the Work is accepted.
- b. These provisions shall not be construed as a guarantee by Agency of the uninterrupted continuation of power, and interruptions beyond the control of Agency shall not be reason for claims for additional costs nor for extensions of time. Contractor shall provide, at no additional cost to Agency, any necessary power required for prosecution of the Work during such interruptions.

1.05 SANITARY FACILITIES.

- a. Contractor shall furnish temporary sanitary facilities at the Site, as provided in the Contract, for the needs of all construction workers and others performing Work or furnishing services on the Project.
- b. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least 1 toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

1.07 CONSTRUCTION AIDS.

- a. Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided in the Contract.
- b. Contractor under Contract shall provide construction aids necessary for the performance of Work by other Contractors on the Project. Such construction aids shall be suitable for conditions encountered and shall include:
 1. Elevators and hoists
 2. Cranes
 3. Temporary enclosures
 4. Swing staging
 5. Scaffolding
 6. Temporary stairs

1.08 MAINTENANCE OF TRAFFIC.

- a. Contractor shall conduct its Work to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when Contractor has obtained permission from the Agency and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.
- b. In making open-cut street crossings, Contractor shall not block more than one-half of the street at a time. Whenever possible, Contractor shall widen the shoulder on the opposite side to facilitate traffic flow. Temporary surfacing shall be provided as necessary on shoulders.
- c. Temporary Bridges. Contractor shall construct substantial bridges at all points where it is necessary to maintain traffic across pipeline construction. Bridges in public streets, roads, and highways shall be acceptable to the authority having jurisdiction thereover. Bridges erected in private roads and driveways shall be adequate for the service to which they will be subjected. Bridges shall be provided with substantial guardrails and with suitably protected approaches. Foot bridges shall be at least 4 feet wide, provided with handrails and uprights of dressed lumber. Bridges shall be maintained in place as long as the conditions of the Work require their use for safety of the public. When necessary for the proper prosecution of the Work in the immediate vicinity of a bridge, the bridge may be relocated or temporarily removed for such period as Engineer may permit.
- d. Detours. Where required by the authority having jurisdiction thereover that traffic be maintained over any Construction Work in a public street, road, or highway, and the traffic cannot be maintained on the alignment of the original roadbed or pavement, Contractor shall, at its own expense, construct and maintain a detour around the Construction Work. Each detour shall include a bridge across the pipe trench and all necessary barricades, guardrails, approaches, lights, signals, signs, and other devices and precautions necessary for protection of the Work and safety of the public.

1.09 BARRICADES AND LIGHTS.

- a. All streets, roads, highways, and other public thoroughfares which are closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section.
- b. All open trenches and other excavations shall have suitable barricades, signs, and lights to provide adequate protection to the public. Obstructions, such as material piles and equipment, shall be provided with similar warning signs and lights.
- c. All barricades and obstructions shall be illuminated with warning lights from sunset to sunrise. Material storage and conduct of the Work on or alongside public streets and highways shall cause the minimum obstruction and inconvenience to the traveling public.

- d. All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereover.

1.10 FENCES.

- a. All existing fences affected by the Work shall be maintained by Contractor until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the owner of the fence, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
- b. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original locations.

1.11 PROTECTION OF PUBLIC AND PRIVATE PROPERTY.

- a. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.
- b. (Specifier. Where large trees are within or near the construction easement designate whether or not Contractor will be allowed to remove them.) (Optional Paragraph) No trees shall be removed outside the permanent easement, except where authorized by the Engineer or Consulting Engineer. Whenever practicable, Contractor shall tunnel beneath trees in yards and parking lots when on or near the line of trench. Hand excavation shall be employed as necessary to prevent injury to trees. Trees left standing shall be adequately protected against damage from construction operations.
- c. (Optional Paragraph) Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work Site or any part of it, whether by Contractor or its Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.
- d. (Optional Paragraph) All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

1.12 DAMAGE TO EXISTING PROPERTY.

- a. Contractor will be held responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any

damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, Agency.

- b. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- c. (Optional Paragraph) Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work Site. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.13 TREE AND PLANT PROTECTION.

- a. All trees and other vegetation which must be removed to perform the Work shall be removed and disposed of by Contractor; however, no trees or cultured plants shall be unnecessarily removed unless their removal is indicated on the Drawings. All trees and plants not removed shall be protected against injury from construction operations.
- b. Trees considered by Engineer to have any significant effect on construction operations are indicated on the Drawings and those which are to be preserved are so indicated.
- c. Contractor shall take extra measures to protect trees designated to be preserved, such as erecting barricades, trimming to prevent damage from construction equipment, and installing pipe and other Work by means of hand excavation or tunneling methods. Such trees shall not be endangered by stockpiling excavated material or storing equipment against their trunks.
- d. When injuring or removal of trees designated to be preserved cannot be avoided, or when removal and replacement is indicated on the Drawings, each tree injured beyond repair or removed shall be replaced with a similar tree of the nearest size possible.
- e. All trimming, repair, and replacement of trees and plants shall be performed by qualified nursery workers or horticulturists.

1.14 SECURITY.

- a. Contractor shall be responsible for protection of the Site, and all Work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons.
- b. No claim shall be made against Agency by reason of any act of an employee or trespasser, and Contractor shall make good all damage to Agency's property resulting from Contractor's failure to provide security measures as specified.
- c. Security measures shall be at least equal to those usually provided by Agency's to protect Agency's existing facilities during normal operation, but shall also include such additional security fencing, barricades, lighting, watchman services, and other measures as required to protect the Site

1.15 ACCESS ROADS.

- a. Contractor shall establish and maintain temporary access roads to various parts of the Site as required to complete the Project. Such roads shall be available for the use of all others performing work or furnishing services in connection with the Project.

1.16 PARKING.

- a. Contractor shall provide and maintain suitable parking areas for the use of all 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, Agency's operations, or construction activities.

1.17 NOISE CONTROL.

- a. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices and operated in a manner to cause the least noise consistent with efficient performance of the Work.
- b. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.

1.18 DUST CONTROL.

- a. Contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. When practicable, dusty materials in piles or in transit shall be covered to prevent blowing dust.
- b. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

1.19 TEMPORARY DRAINAGE PROVISIONS.

- a. Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.
- b. Existing drainage channels and conduits shall be cleaned, enlarged, or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect Agency's facilities and the Work, and to direct water to drainage channels or conduits. Ponding shall be provided as necessary to prevent downstream flooding.

1.20 EROSION CONTROL.

- a. Contractor shall prevent erosion of soil on the Site and adjacent property resulting from its construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection.
- b. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

1.21 POLLUTION CONTROL.

- a. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers, and reasonable measures shall be taken to prevent such materials from entering any drain or watercourse.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

Appendix A

CARB Fleet Compliance Certification

DISCLOSURE & SUBMITTAL REQUIREMENT

VEHICLE EMISSION DISCLOSURE & COMPLIANCE REQUIREMENT.

This Project is subject to the following regulation(s) by the California Air Resources Board. In bidding this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all equipment and vehicle emission requirements under this Contract and applicable law in its Bid.

ADVANCED CLEAN FLEETS.

Vehicles with a Gross Vehicle Weight Rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

Bidders utilizing subcontractors shall provide a signed certificate of reported compliance for each listed subcontractor in the space provided in the Proposed Subcontractors form. Bidders, and its subcontractors must be registered as compliant fleets at the time of bid submittal. In the event that a bidder, or its subcontractors, are exempt from this regulation, the bidder must submit a signed statement attesting to the fact, and to the reason(s) why it is not subject to the High Priority and Federal Fleets Regulation of Title 13, CCR Section 2015 through 2015.6 and the State and Local Government Fleets Regulation of Title 13, CCR Section 2013 through 2013.4.

Failure to certify as a compliant fleet or provide an attestation to an exemption, may render the bid non-responsive.

IN-USE OFF-ROAD DIESEL-FUELED FLEETS.

Any contractor utilizing off highway vehicles or equipment may be subject to compliance with the In-Use Off-Road Diesel-Fueled Fleets Regulation. For more information, please visit the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation webpage at: <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>.

Bidders shall submit with its Bid a valid California Air Resources Board certificate of reported compliance. Bidders utilizing subcontractors shall submit the DOORS ID number for each listed subcontractor in the space provided in the Proposed Subcontractors form. Bidders are responsible for including a certificate of reported compliance for each identified subcontractor.

Failure to submit valid certificates may render the bid non-responsive.

GENERAL COMPLIANCE WITH LAWS.

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

Contractor is aware of the requirements of the emissions reduction regulations being mandated by the California Air Resources Board (“CARB”) and that it will comply with all applicable regulations before commencing the performance of the work and maintain compliance throughout the duration of this Agreement.

CALIFORNIA AIR RESOURCES BOARD.

The California Air Resources Board (“CARB”) implemented amendments to the In-Use Off-Road Diesel- Fueled Fleets Regulations (“Regulation”) which are effective on January 1, 2024, and apply broadly to all self-propelled off-road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at:

<https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>

Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the term of the Project. **Bidders must provide, with their Bid, copies of Bidder’s and all listed subcontractors the most recent, valid Certificate of Reported Compliance (“CRC”) issued by CARB.** Failure to provide valid CRCs as required herein may render the Bid non-responsive.

The City of Carlsbad is a Public Works Awarding Body, as that term is defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance (“CRC”) for the Bidder’s fleet, and for the fleets of any listed subcontractors (including any applicable leased equipment or vehicles). Bidders must complete and submit the Fleet Compliance Certification, on the form provided. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the **Bid non-responsive**.

COMPLIANCE WITH CALIFORNIA AIR RESOURCES BOARD REGULATIONS.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the California Air Resources Board (“CARB”) regulations including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments (“Regulation”).

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor’s and subcontractors’ fleet including, without limitation, Certificates of Reported Compliance (“CRC”), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days’ notice from the City of Carlsbad.

Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City of Carlsbad, its officials (appointed and elected), officers, and employees from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

FLEET COMPLIANCE CERTIFICATION.

Bidder hereby acknowledges that they have reviewed the CARB’s policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the “Regulation”). Bidder hereby certifies, subject to the penalty of perjury, that the option checked below relating to the Bidder’s fleet, and/or that of their subcontractor(s) (“Fleet”) is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

- The Fleet is exempt from the Regulation under Section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to Section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e., third party correspondence or vendor bids).

- The Fleet is exempt from the requirements of the Regulation pursuant to Section 2449(i)(4) because this Project has been deemed an “emergency”, as that term is defined in Section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to Section 2449(i)(4).

- The Fleet does not fall under the Regulation or are otherwise exempt and a detailed reasoning is attached to this certification.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____