CITY OF LA MESA
JEWEL of the HILLS

Contract Documents and Specifications

LA MESA POLICE DEPARTMENT GARAGE DECK WATERPROOFING MAINTENANCE

BID NO. 27-10

BID DATE: **Friday, October 30, 2026**
2:00 PM

Pre-bid meeting (non-mandatory) In person & virtual, including video of site
Wed, October 21, 2026

ELECTRONIC BIDS ONLY

PREPARED BY _____ **DATE** 10/16/2026
Brianda De La Torre,
Assistant Engineer

APPROVED BY _____ **DATE** 10/16/2026
Michael Throne, P.E.
Director of Public Works/City Engineer

MARK ARAPOSTATHIS, Mayor
LAUREN CAZARES, Vice Mayor
PATRICIA DILLARD, Councilmember
LAURA LOTHIAN, Councilmember
GENEVIEVE SUZUKI, Councilmember
GREG HUMORA, City Manager

LA MESA POLICE DEPARTMENT GARAGE DECK WATERPROOFING MAINTENANCE

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NOTES:

1. **Material specifications are given within the Special Conditions.**
2. **The Bid Form shall be submitted by ALL BIDDERS**
3. **The Agreement to be completed after award**

NOTICE INVITING BIDS

Bids, uploaded to the City of La Mesa, via PlanetBids, will be received electronically until ***Friday, October 30, 2026, 2:00 PM***, at which time they will be publicly opened, for furnishing plant, labor, material, and equipment and performing all work required for:

LA MESA POLICE DEPARTMENT GARAGE DECK WATERPROOFING MAINTENANCE in the City of La Mesa, County of San Diego, State of California, as shown on sheets 9445.1 — 9445.37 and included attachments, exhibits, plans, and according to specifications.

OPINION OF PROBABLE CONSTRUCTION COST: The opinion of probable construction cost for this project is **$110,000.**

Classification of valid contractor's license which the Prime Contractor must have at the time of bid and contract award: **C-33**,**&** **C-39**.

No bid will be awarded to a ***Prime*** Contractor who is not licensed in accordance with the provisions of Division 3 of the Business and Professions Code.

Plans, Specifications, Information for Bidders, Bid Bond form, Performance and Payment Bond Forms, Special Provisions, and Agreement Forms may be secured at no cost from our website: www.cityoflamesa.gov at Bid Opportunities under Business, as well as bidholder lists and bid results.

All bids must be submitted electronically to PlanetBids at the prescribed upload location. It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. Any bids received after the scheduled closing time for receipt of the bids will not be considered valid. See Information for Bidders and other contract documents for bidding procedure and other requirements of said bid.

The right is reserved by the City to reject any and all bids and to waive any irregularities or informalities in bids received.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry via PlanetBids only by 2pm on bid opening. Any such inquiries or questions, after 2pm on bid opening is not permitted.

Bids shall be made in accordance with the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code Section 1770 et seq., a copy of which is on file with the City Engineer at 8130 Allison Avenue, La Mesa, in accordance with the provisions of Labor Code Section 1773.2, which prevailing hourly rate of wages is made a part of this notice by reference as though fully set forth herein. SEE STATE WEBSITE www.dir.ca.gov/OPRL/PWD/index.htm and scroll down to Current prevailing wage determinations..

Contractors and subcontractors for a public works construction project shall comply with the requirements of SB 854 and Labor Code Section 1771.1(a).

A COPY OF THE PREVAILING WAGE RATES SHALL BE POSTED ON THE JOB SITE BY THE CONTRACTOR.

OVERTIME AND HOLIDAY WORK: Time and one-half for all overtime, except Sundays and holidays, which shall be double time. The holidays upon which double time rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable

to the particular craft, classification or type of workman employed on the project.

Payment of travel and subsistence payments to each workman needed to execute the work provided for herein shall be made, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Section 1773.8 of the Labor Code of the State of California.

In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, proper indentured apprentices may be employed in the prosecution of the work.

If the project requires the employment of workers in any apprentice-able craft or trade, once awarded, the Contractors or subcontractors must apply to the joint apprenticeship council unless already covered by local apprentice standards (Labor Code Section 1777.5).

Information relative to the number of apprentices, identifications, wages, hours of employment, and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council, P.0. Box
603, San Francisco, CA 94101.

The City Council of the City of La Mesa, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible Bidder without discrimination on the grounds of race, color, or national origin.

All bids will be compared on the basis of base bid.

The particular attention of prospective Bidders is hereby directed to the applicable sections in the specifications for full directions and requirements as to submittal of bids, bonds, insurance, and agreements.

CITY OF LA MESA DATED: 10/16/2026

Michael Throne, P.E.
Director of Public Works/City Engineer

INFORMATION FOR BIDDERS

1. PREPARATION OF BID FORM: The Owner invites bids on the form attached to be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the Bid Form must be appropriately filled in and all prices must be stated in figures only. **The electronic Bid Schedule submitted on PlanetBids is considered the official bid pricing submittal.**

   All bids must be submitted electronically via PlanetBids. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after scheduled closing time for receipt of the bids will not be accepted.

2. SIGNATURE: The bid must be signed and uploaded to PlanetBids with the name of the Bidder. The signature shall be in longhand form of the person(s) duly authorized to sign the bid. Following bid opening and identification of the apparent low bidder, all required bid documents bearing wet signatures shall be submitted to the City no later than three (3) business days after Bid Opening. Not complying with the aforementioned requirements may result in the rejection of the bid as being unresponsive.

3. MODIFICATIONS: Changes in or additions to the Bid Schedule recapitulations of the work bid upon, alternative proposals, or any other modifications of the Bid Schedule which are not specifically called for in the contract documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered. A written modification by the Bidder may be considered only if it is posted on PlanetBids no less than five (5) days prior to the bid opening date.

   A. SUBSTITUTIONS: Pursuant to Public Contract Code Section 3400, unless a finding is made and described as required under §3400(c), if the contract contains specifications for bids (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calls for a designated material, product, thing, or service by specific brand or trade name, the contractor shall have the right to propose any equal material, product thing or service as an "or equal" item. Any “or equal” request shall be submitted by contractor as a submittal, separate from the bid. A contractor seeking a proposed “or equal” item shall separately submit to the City at least five (5) working days prior to the bid opening an “or equal” proposal and provide all necessary data substantiating the proposal. Necessary data shall include all elements of both the specified item and substituted item, in the same units. Should the City require additional information, the contractor has one working day to provide a complete response, or his/her request for substitution shall be rejected. Acceptance or rejection of any “or equal” proposal, with all pertinent information

provided is at the sole discretion of City. The use of an approved substitution shall not relieve contractor from its responsibility for compliance with all warranty obligations under the contract, including the equivalent performance of the "or equal" product. The contractor using approved substitutions shall assume all extra costs caused by the use of such approved substitution.

4. ERASURES: The bid submitted must not contain any erasures, interlineations, or other corrections unless such correction is suitably authenticated by affixing, in the margin immediately opposite the correction, the surname or surnames of the person or persons signing the bid.

5. EXAMINATION OF SITE, DRAWINGS, ETC.: Each Bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the Plans and Specifications. The failure or omission of any Bidder to receive or examine any form, instrument, or other documents, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

6. WITHDRAWALS OF BIDS: Any Bidder may withdraw his bid prior to the opening of the bids through PlanetBids.

7. BONDS:

   A. All bids shall be accompanied by an electronic copy (uploaded) of a cashier's or certified check in the amount of ten percent (10%) of the total maximum bid price payable without recourse to the City of La Mesa, or a Bid Bond in the same amount from a surety company authorized to issue surety bonds in the State of California ON THE FORM CONTAINED IN THE CONTRACT DOCUMENTS, as a guarantee that the Bidder will enter into a contract and execute a Performance and Payment Bond within ten (10) days after written notice of award of contract. The electronic copy will be uploaded to PlanetBids at time of bid submission. The hard copy with wet signatures will be required to be sent to the City by the apparent low bidder within two (2) business days following the bid opening.

   B. Upon award of the contract, the successful Contractor shall furnish surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and shall furnish a separate bond in an amount at least equal to one hundred percent (100%) of the contract price as security for payment of all persons performing labor and furnishing materials in

connection with this contract. The aforesaid bonds shall be in the forms contained in the contract documents.

C. All surety bonding companies shall be admitted to do business in the State of California, be authorized to transact surety insurance in the State of California, and must also have assets which exceed their liabilities in an amount equal to or in excess of the amount of the bond.

8. PAYMENT OF WITHHELD FUNDS: Contractors may substitute securities for monies withheld by public agencies in accordance with Sections 10262, 10263, and 10264 of the Public Contract Code, including AB 2105.

9. INTERPRETATIONS OF PLANS AND DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other contract documents, or finds discrepancies in or omissions from the Plans or Specifications, he may submit to the Owner a written request for an interpretation or correction thereof. All requests shall be submitted through Planet Bids in the Question and Answer tab. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of contract documents will be made only by Addendum, duly issued, and a copy of such Addendum will be posted in PlanetBids. Registered bidders will be notified of the issuance of the addendum by PlanetBids email system. The Owner will not be responsible for any other explanation or interpretations of the contract documents. No oral interpretations of any provision in the contract documents will be binding upon the Owner.

10. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternate bids are specifically called for. 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 thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

11. AWARD OF CONTRACT: The award of the contract, if made by the Owner, will be made to the lowest, responsive and responsible, qualified Bidder as the Owner shall determine, with the basis outlined in the notice inviting bids. The Owner shall determine whether a Bidder is qualified to perform the contract and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. Award will be made only to the Contractor who is licensed under Chapter 9, Division 3 of the Business and Professions Code and to whom the contract documents have been issued. Classification of valid contractor's license which the Prime Contractor must have at the time of bid and contract award: **C33 & C39.**

These plans and specifications are issued to the firm downloading them. They are not transferable. A contract will be awarded only to a firm that downloaded the bid package from the City's official website, PlanetBids.

12. CONTRACT TIME: The Contractor shall be available to meet for a pre-construction meeting within fourteen (14) calendar days of the approved start date listed in the official notice to proceed and shall prosecute said work diligently to completion on or before the expiration of **20 working days** from the approved start date listed in said notice. Material delays, shall be negotiated with City, after award, to extend working days.

Contractor may attend an optional pre bid meeting, where video footage of the scope of work will be presented to help the contractor assess requirement parameters for waterproofing maintenance required outside of the scope of work area.

Pre bid meeting on Wednesday, October 21, 2026 at 2:00 pm.

13. LIQUIDATED DAMAGES: In case all the work, conditions and requirements of the contract are not completed within the number of working days as set forth in these specifications, liquidated damages of **one thousand dollars ($1,000.00)** minimum for each and every working day required in excess of the specified time shall be paid to the City of La Mesa or the equivalent monetary value will be withheld from the Contractor.

The Engineer shall determine the Contractor’s work to be completed and accepted in accordance with the Contract Documents, after receiving a written assertion of completion by the Contractor. Upon approval by the Engineer, the Contractor shall be relieved from liquidated damage provisions, as well as the responsibility to protect and maintain the work.

14. INSURANCE REQUIREMENTS FOR CONTRACTORS ON PUBLIC WORKS PROJECTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENTLY SUCCESSFUL BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

ANY QUESTIONS REGARDING THE INSURANCE PROVISIONS OF THIS CONTRACT SHALL BE DIRECTED TO THE ASSISTANT ENGINEER, BRIANDA DE LA TORRE (619) 667-1151 (BDELATORRE@CITYOFLAMESA.GOV).

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. The insurance applies to the extent of, but not as a limitation to or in satisfaction of, the indemnity provisions.

Provisions of this Section are in addition to applicable provisions of the latest Standard Specifications (GreenBook 2024 Section 5-4) for Public Works Construction relating to Insurance.

A. MINIMUM SCOPE OF INSURANCE

1. Coverage shall be at least as broad as:

   a) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).

      CONTRACTOR TO INDICATE BASIS FOR COVERAGE "Occurrence" OR "Claims Made" ON BID FORM WHERE NOTED.

   b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto".

   c) Workers' Compensation insurance as required by the State of California and employer's liability insurance.

2. Furthermore, coverage shall be provided for the following exposures:

   a) Premise(s) Operations

   b) Owner's and Contractor's Protective

   c) Blanket Contractual

   d) Products/Completed Operations

   e) Personal Injury

   f) Contractual Liability

   g) Broad Form Property

h) Work Performed for Others

i) Acts of Independent Contractors

3. In the event coverage is provided on a "Claims Made" basis, CONTRACTOR shall provide an extended reporting period ("tail") of not less than five (5) years after acceptance of this project by the CITY, as determined in Section 17 of the Special Conditions.

CONTRACTOR TO INCLUDE THE COST FOR THIS TYPE OF "TAIL" COVERAGE IN THE BID PRICE.

4. CONTRACTOR shall procure and maintain for the duration of the contract, and for five (5) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

5. Additional provisions, if applicable, are identified in the Special Conditions section.

6. CONTRACTOR shall name the following as the Certificate Holders:

City of La Mesa

8130 Allison Avenue

La Mesa, CA 91942

B. MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including death) and personal and advertising injury with limits no less than $5,000,000.00 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.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than $5,000,000.00 per accident for bodily injury and property damage.

3. Workers' Compensation: Limits as required by the State of California, with Statutory Limits, and Employer's Liability

Insurance with a limit of no less than $1,000,000.00 per accident for bodily injury or disease.

4. Builder's Risk: Corse of Construction insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions

5. Pollution Legal Liability: Contractor's Pollution Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specific minimum limits of insurance and coverage shall be available to the CITY.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the CONTRACTOR shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects to the City, or any of their elected officials, officers, officials, employees, agents or volunteers, or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. OTHER INSURANCE PROVISIONS: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, or any of their elected officials, officers, officials, employees, agents or volunteers, are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR. The coverage shall contain no special limitations on the scope or protection afforded to the City, or any of their elected officials, officers, officials, employees, agents or volunteers. The following endorsement shall be made a part of each of the insurance policies specified above:

"The City of La Mesa, or any of their elected officials, officers, officials, employees, agents or volunteers are hereby added as additional insureds."

2. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the CITY.

3. For any Excess Liability policy(ies), a sufficient endorsement shall be an identification on the Certificate of Insurance that the policy(ies) is (are) "following form."

4. For any claims related to this project, the CONTRACTOR'S policies of insurance shall be endorsed so CONTRACTOR'S insurance shall be primary insurance as respects to the City, or any of their elected officials, officers, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the City, or any of their elected officials, officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, or any of their elected officials, officers, officials, employees, agents or volunteers.

6. 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.

7. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

8. *Waiver of Subrogation* – CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by CONTRACTOR, its employees, agents and subcontractors.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A and with a financial class VII or higher and shall be on the List of Approved Surplus Line Insurers (LASLI), preapproved carriers who have met the standards as set forth in California Insurance Code Section 1765.2. The CONTRACTOR may propose alternatives to these requirements, subject to approval by the City Risk Manager. See Special Conditions for bid and contract specific requirements, if any.

E. VERIFICATION OF COVERAGE: CONTRACTOR shall provide the CITY with original certificates and amendatory endorsements, or copies of the applicable insurance language, affecting coverage required by this

Section and any Special Conditions. The policies and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance provisions are to be met and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. Prior to receiving any payments pursuant to the agreement, CONTRACTOR shall cause verification of coverage to be filed with the CITY.

Certificates of Insurance shall not be accepted as substitutes for endorsements, as Certificates are required for information only. (CA Insurance Code Section 384.)

F. SUBCONTRACTORS: CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that the City, or any of their elected officials, officers, officials, employees, agents or volunteers are additional insured on insurance required from subcontractors.

G. CONTINUOUS COVERAGE: CONTRACTOR agrees that if CONTRACTOR does not keep such insurance in full force and effect, the CITY may take out the necessary insurance and pay the premium, and the CONTRACTOR shall repay the CITY immediately upon demand. Nothing herein serves to relieve the CONTRACTOR from obtaining and maintaining coverages as required by this Section.

15. BID PROTEST: Protests of Bid shall be received by the City no later than 2:00 p.m. on the third (3rd) working day following the Bid Opening. PROTESTS WILL NOT BE ACCEPTED AFTER THIS PERIOD.

Any such protest shall be submitted in writing. Protest documentation shall be submitted in an enclosed envelope with the project title, Bid No., and project manager's name clearly shown on the envelope.

Protest documentation shall be in a letter format that clearly states the reason(s) for the protest and shall include any supportive documentation that justifies the protest. ADDITIONAL INFORMATION WILL NOT BE ACCEPTED AFTER THE PROTEST PERIOD.

16. COMPLIANCE TO STATE ASSEMBLY BILL 854 AND LABOR CODE SECTION 1771.1(A)

Contractors and subcontractors for a public works construction project shall comply with the requirements of SB 854 and Labor Code Section 1771.1(a). Failure to comply with this section will result in finding the bidder to be non-responsive.

Labor Code Section 1771.1(a) states:

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

17. COMPLIANCE TO CALIFORNIA PUBLIC CONTRACT CODE § 9204. LEGISLATIVE FINDINGS AND COMPLETE PAYMENT OF CONTRACTORS FOR PUBLIC WORKS PROJECTS; CLAIMS PROCESS.

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

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

c) For purposes of this section:

1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
   i. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
   ii. Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
   iii. Payment of an amount that is disputed by the public entity.
2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

d) "Public entity" means, without limitation, a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

e) "Public entity" shall not include the following:
   1) The Department of Water Resources as to any project under the jurisdiction of that department.
   2) The Department of Transportation as to any project under the jurisdiction of that department.
   3) The Department of Parks and Recreation as to any project under the jurisdiction of that department
   4) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
   5) The Military Department as to any project under the jurisdiction of that department.
   6) The Department of General Services as to all other projects.
   7) The High-Speed Rail Authority.

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

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

h) (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.

i) (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.

j) 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.

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

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

m) 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.

n) 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.

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

p) 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.

RESOLUTION NO. 12195

RESOLUTION ADOPTING AN AFFIRMATIVE ACTION PROGRAM

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that an Affirmative Action Program for the City of La Mesa be adopted as follows:

SECTION 1. The La Mesa Affirmative Action Program shall require contractors who are awarded city contracts for construction, alteration, maintenance or demolition, when State law mandates advertising for bids, their subcontractors and suppliers, to take affirmative action to improve employment of racial and ethnic minorities in the construction industry.

In order to comply with this Resolution each contractor awarded a construction contract by the City of La Mesa shall agree to the following:

1.1 The Contractor will not willfully discriminate against any employee or applicant for employment because of sex, race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their sex, race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Affirmative Action Program.

1.2 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.3 The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the awarding authority or any other appropriate agency designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Resolution.

1.4 A finding of willful violation of this Affirmative Action Program shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, reestablish or renew a prequalification rating for the Contractor.

1.5 The Contractor agrees that should the awarding authority determine that the Contractor has not complied with this, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor from the awarding authority.

1.6 a)Nothing contained in this Resolution shall be construed in any manner or fashion so as to prevent the awarding authority or the State of California from pursuing any other remedies that may be available at law.

b)Nothing contained in this Resolution shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.

1.7 Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

a)The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

b)The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

c) Personally. or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:

1. Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.

2. Otherwise implement an affirmative anti- discrimination program in terms of the unions' specific areas of

skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

d) The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

1.8 The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each subcontractor.

1.9 The Contractor, in executing the proposal, thereby certifies that he has or will meet the standards for affirmative compliance with the requirements contained in this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of La Mesa, California, held the 13th day of February 1973, by the following vote, to wit:

AYES: Councilmen Uselton, Bailey, Jensen, Fordem, Helland

NOES: None

ABSENT: None

CERTIFICATE OF CITY CLERK

I, MARGARET M. REILLY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 12195, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

/s/MARGARET M. REILLY
MARGARET M. REILLY, City Clerk

(SEAL OF CITY)

BID FORM

The City of La Mesa, California, acting by and through its City Council, herein called the Owner:

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself with terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is to be done, and with the Plans and Specifications and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with:

> **LA MESA POLICE DEPARTMENT GARAGE DECK WATERPROOFING MAINTENANCE in the City of La Mesa, County of San Diego, State of California, as shown on sheets 9445.1 — 9444.29 and included attachments, exhibits, plans, and according to specifications.**

All in strict conformity with the Plans and Specifications and other contract documents, including Addenda Nos._____, on file at the office of the Director of Public Works/City Engineer and the City Clerk for the sum of, and according to, the following Bid Schedule:

BID SUMMARY

BASE BID ONLY

_____DOLLARS
(Written)

THE CONTRACT WILL BE AWARDED TO THE LOWEST RESPONSIBLE, RESPONSIVE BIDDER FOR BASE BID ONLY. THE CITY OF LA MESA RESERVES THE RIGHT TO DEDUCT ANY AND ALL CONSTRUCTION CONTRACT ITEMS FROM BID, AND/OR REJECT ANY AND ALL PROPOSALS.

_____
Signature

_____
Title

_____
Firm Name

NOTES: IN CASE OF MATHEMATICAL ERRORS, THE UNIT PRICE SHALL BE USED TO DETERMINE THE ITEM EXTENSION PRICE.

THE CITY OF LA MESA RESERVES THE RIGHT TO DEDUCT FROM THE FINAL CONSTRUCTION CONTRACT, AND REJECT ANY AND ALL PROPOSALS.

THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE ANY ITEM QUANTITIES BY ANY AMOUNT. HOWEVER, THE TOTAL CONTRACT AMOUNT WOULD BE SUBJECT TO THE +/-25% RULE.

ANY CHANGE IN THE QUANTITY OF THE ITEMS SHALL NOT BE CONSIDERED A CHANGE IN THE CHARACTER OF WORK.

CALIFORNIA AIR RESOURCES BOARD

The Contractor, and all subs included in the bid, shall comply with all contracting requirements of the California Air Resources Board Section 2449(i) and 2449(j).

In order to comply with Section 2449(i) and 2449(j), each contractor awarded a construction contract by the City of La Mesa shall agree to the following:

Section 2449(i)

a. For a project involving the use of vehicles subject to the regulation, the prime contractor must obtain copies of the valid Certificate of Reported Compliance (Certificate) for their vehicles and subcontractors that are listed in the contract.
b. Certificates must be obtained prior to awarding or renewing a contract.
c. Noncompliant fleets, i.e., those without a valid Certificate, are **prohibited from being contracted.**
d. Records must be provide to CARB within five (5) business days, upon request.

Prime Contractors have additional obligations beyond the contracting requirements described above. These additional requirements do not apply to public works awarding bodies, as described below:

Section 2449(j)

a. Prime Contractors must collect new valid Certificates for fleets with ongoing contracts as of March 1 of each year.
    i. Certificates must be collected between March 1 and June 1 of each year.
b. Prime Contractors must only allow fleets with valid Certificates on the Job site.
c. The Prime Contractor must immediately disclose to CARB, upon request, the name and contact information of any fleet or vehicle owner on their job site; this only applies to vehicles that are subject to regulation.
d. If the Prime Contractor discovers a fleet intending to operate vehicles at the job site does not have a valid Certificate or observes noncompliant fleets or vehicles operating on their job site, they must report it to CARB within five business days at. Reports must include:
    i. The date on which the violation was discovered or observed;
    ii. Name and business address of the responsible party;
    iii. Email and phone number of the responsible party
    iv. The DOORS fleet ID number of the fleet, if known;
    v. The location of the job site on which the noncompliant vehicle was operating;
    vi. Statement specifying whether the fleet or vehicle is continuing to operate at the job site.
e. The Prime Contractor must prominently display a sign that provides key information about the regulation and how to report noncompliance. The sign must be posted where vehicles subject to this regulation will operate for eight or more calendar days. Section 2449(j)(5) provides exact language about the sign.

INSURANCE REQUIREMENT

REFER TO Section 14, "Insurance Requirements", of INFORMATION FOR BIDDERS. Consult with broker or carrier and complete the following:

Indicate per Section 14, A, basis for coverage:

Occurrence _____,

or

Claims Made, with five-year extended reporting period "tail" _____.

The Contractor by submitting this bid affirms that he/she has read and understands the "Insurance Requirements" as outlined in Section 14 of the Information for Bidders and Sections 17 and 18 of the Special Conditions.

Failure to provide this information with your bid response may be grounds for disqualification of your bid.

It is understood that the Owner reserves the right to reject this bid, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this bid.

The required bid security consisting of _____

_____ Dollars ($_____)
is hereto attached.

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver to the Owner a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the Owner, Performance Bond and Payment Bond, as specified, all within ten (10) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned Bidder, if awarded the contract, on the date to be stated in the Owner's notice to proceed with the work.

The undersigned is licensed in accordance with an act providing for the registration of Contractor's License No. _____, Class _____, and license expiration date of _____.

The undersigned declares that he is familiar with the circumstances affecting the preparation and making of such bid and is properly qualified to make this bid and declaration; that such bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that he has not directly or indirectly induced or solicited any other

Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that he has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of this Bidder or any other Bidder, or to fix any overhead, profit, or cost element of such bid price, or that of any other Bidder, or to secure any advantage against the entity awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that he has not directly or indirectly submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest within his general business.

In accordance with Section 2-3.1 of the Standard Specifications for Public Works Construction and Section 4104 of the State of California Public Contract Code:

> Any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:
>
> (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one (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 one (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 subcontractor under this act. The Prime Contractor shall list only one subcontractor for each portion as is defined by the Prime Contractor in his or her bid.

SUBCONTRACTORS LIST

	NAME	ADDRESS	LICENSE NO. AND CLASS	LINE # OR TYPE/WORK	SUBCONTRACTOR AMOUNT
1.					
2.					
3.					
4.					

(**NOTE:** Add sheet if more space is needed)

In accordance with Section 2-3.1 of the Standard Specifications for Public Works Construction, "Substitution of Subcontractors," the Contractor must have the written consent of the Board (La Mesa City Council) to substitute a subcontractor other than that designated in the original bid, to permit any subcontractor to be assigned or transferred, or to allow a subcontract to be performed by other than the original subcontractor.

The City may consent to the substitution of another subcontractor when the subcontractor named in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract presented him by the Contractor which is based upon those contract documents and the terms of the named subcontractor's bid.

A bid shall be deemed complete when submitted with the following documents:

1. Bid Form (including: Bid Schedule, Bid Insurance Requirement, Subcontractors' and Contractor's Information, Bidder's Statement of Technical Ability & Experience)

2. Bid Bond

3. Non-Collusion Affidavit

The names of all persons interested in this bid as principals are as follows:

_____

_____

_____

(Notice of award or requests for additional information should be addressed to the undersigned at the address stated below.)

All representations made herein in the submittal of this bid are made under penalty of perjury.

_____
Legal Company Name

By_____
Signature of Authorized Person

PRINT_____
Authorized Signature

Title_____

Telephone No. _____

Dated:_____ Address: _____

BIDDERS' STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

The Bidder is required to state what work of a similar character to that included in the proposed contract he/she has successfully performed and give references, with telephone numbers, which will enable the City to judge his/her responsibility, experience, and skill. An attachment can be used, if notarized and sealed.

Date Contract Completed	Name and Address of Employer	Name and Phone No. of Person to Contact	Type of Work	Amount of Contract

Signature

(Notary or Corporate Seal)

BIDDER INFORMATION STATEMENT

Legal Name of Company _____

Date Established _____

Legal Status, i.e., corporation, partnership, sole proprietorship:

_____

Officers/Owners of Company:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Type of Company, i.e., Manufacturer, Distributor, Manufacturer's Representative, Dealer, Contractor, Other _____

Number of Employees: Permanent - Full Time _____ Part Time _____

Temporary - Full Time _____ Part Time _____

City Business License No. _____

Company Bank Name _____

Branch _____

Address _____

Contact _____

The City of La Mesa reserves the right to perform a credit check on your firm to obtain information regarding your financial stability.

Is your firm currently engaged or involved in any litigation over the proprietary rights or patent rights for the equipment, parts or components, supplies or materials offered herein for sale to the City of La Mesa?

_____ If yes, please attach explanation.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

_____

As Principal, and _____

_____

as Surety, are held and firmly bound unto the City of La Mesa, hereinafter called the Owner, in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the Principal has submitted the accompanying bid, dated _____ 20___, for

LA MESA POLICE DEPARTMENT GARAGE DECK WATERPROOFING MAINTENANCE in the City of La Mesa, County of San Diego, State of California, as shown on sheets 9445.1 — 9444.29 and included attachments, exhibits, plans, and according to specifications.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner, in accordance with the bid as accepted, and give bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect: otherwise to remain in full force and virtue.

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

Two Witnesses (if individual)

_____
Principal

_____

_____ By _____

Title _____

ATTEST: (If Corporation)

Corporate Seal

_____

_____
Surety

By _____

Title _____

ATTEST:

Corporate Seal

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112
and Public Contract Code Section 7106)

State of California)
County of _____) SS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code Section 7106, _____, being first duly sworn, deposes and says that he or she is _____ of _____ _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. 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 thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

_____
Company Name

_____
Title

_____
Signature

_____
_____
Business Address

_____
_____
Place of Residence

State of California)

County of _____)

Subscribed and sworn to (or affirmed) before me on this ____day of _____, 20___, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____ (SEAL)

Signature

COMPLIANCE WITH STATE ASSEMBLY BILL 854
AND LABOR CODE SECTION 1771.1(A)

Contractors and subcontractors for a public works construction project shall comply with the requirements of SB 854 and Labor Code Section 1771.1(a).

Labor Code Section 1771.1(a) states:

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

The contractor and the subcontractors hereby acknowledge that they are fully aware of the requirements of SB 854 and Labor Code section 1771.1(a). The contractor and subcontractor also acknowledge that lack of registration with Department of Industrial Relations (DIR) shall result in rejection of their bid on the basis of being non-responsive.

_____ _____
Signature Date

_____
Position

Company Name (Include Sub-contractor DIR Registration No. Exp. Date

_____

_____

_____

_____

_____

_____

_____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL.

The Bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not_____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regu1ations of the Secretary of Labor [41 CFR 60-1.7(b) (1)], and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO 1) is the only report required by the Executive Orders or their implementing regulations.

Proposed Prime Contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts or subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MINORITY SUBCONTRACTOR CERTIFICATION

The Bidder certifies that:

A. ☐ I do not intend to subcontract any work on this project.

B. ☐ I do intend to subcontract portions of the work on this project.

In accordance with the provisions of Part III, "Participation by Minority Business Enterprises in Subcontracting," in Section 6-1.04 of the special provisions, I have taken affirmative action to seek out and consider minority business enterprises for the portions of the work which are intended to be subcontracted and that such affirmative actions are fully documented in my records and are available upon request. In addition, I will take such affirmative action on any future subcontracting for the life of this contract.

NOTE: The Bidder shall check box A or box B. If the Bidder does not check a box it will be deemed that he has checked box A.

The above certification is required by 23 CFR 230 as published in the Federal Register, Vol. 40, No. 211 - Friday, October 31, 1975.

DISQUALIFICATION DEBARMENT QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

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

YES _____ NO_____

If the answer is yes, explain the circumstances in the following space.

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above Questionnaire is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Questionnaire.

_____
(Name of Contractor)

By: _____
Signature

_____
(Name and Title)

By: _____
Signature

_____
(Name and Title)

Accompanying this proposal is _____
(NOTICE: INSERT THE WORDS "CASH", "CASHIERS CHECK", "CERTIFIED CHECK", OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

_____

_____

_____

_____

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addendum numbers _____.

(Fill in addendum number/s if addenda have been received.)

WARNING - IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE CITY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

BY MY SIGNATURE on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the Bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112, "Non-Collusion Affidavit," and the Title 49 Code of Federal Regulations, Part 29, "Debarment and Suspension Certification," are true and correct.

Date: _____ SIGN _____

_____

_____

Business Address: _____

Place of Business: _____

Place of Residence: _____

CITY OF LA MESA CARGO PREFERENCE ACT

Use of United States – flag vessels:

The contractor agrees –

(1) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

CITY OF LA MESA CERTIFICATION OF DRUG-FREE WORKPLACE

The contractor will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establish an ongoing drug-free awareness program to inform employees about,

   (a) The dangers of drug abuse in the workplace;

   (b) The sub-recipient's policy of maintaining a drug-free workplace;

   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will,

   (a) Abide by the terms of the statement; and

   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted,

   (a) Take appropriate personnel action against such an employee, up to an including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs 1, 2, 3, 4, 5 and 6.

8. The contractor will insert in the space provided below the site(s) for the performance of work done in connection with the contract:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

_____

Check _____ if there are workplaces on file that are not identified here.

_____ _____

Signature Date

_____

Title

CITY OF LA MESA

CERTIFICATION OF NON-SEGREGATED FACILITIES

Environmental Protection Agency Region IX
75 Hawthorne Street
San Francisco, California 94105

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specified time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

_____

Signature Date

_____

Name and Title of Signer (Please Type)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

_____

_____

_____

_____

Licensed in conformance with an act providing for the registration of Contractors,

License No._____ Classification(s) _____

DRAFT AGREEMENT TEMPLATE

THIS AGREEMENT, made and entered into this ____ day of _____ _____, 20___, at the City of La Mesa, County of San Diego, State of California, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as the "Owner," and

_____

_____,

hereinafter referred to as the "Contractor"

WITNESSETH: In consideration of mutual promises herein contained the parties hereto agree as follows:

1. DOCUMENTS: The following documents, prepared by the City of La Mesa, as well as this agreement, form the complete contract between the parties and they are by this reference incorporated herein with like effect as if they were here set forth in full whether or not they or any of them are attached hereto:

1. Notice Inviting Bids
2. Bid Form and Bid Bond
3. Plans and Specifications
4. Information for Bidders
5. Performance and Payment Bond Forms
6. General Conditions
7. Special Conditions
8. Special Provisions
9. Non-Collusion Affidavit Documents
10. Affirmative Action Program Resolution

2. MATERIALS AND EQUIPMENT: The Contractor agrees to furnish all the materials, supplies, machinery, equipment, tools, apparatus, superintendence, labor, insurance, and other accessories and services necessary or convenient to complete the work which it hereby agrees to do for **(project)**.

3. CONTRACT PRICE: The Contractor agrees to receive and accept full compensation and the Owner agrees to pay the following prices as full compensation for the work of improvement the Contractor here engages to commence and complete according to the contract price as set forth in Attachment "A" Bid Schedule.

The Contractor further agrees that said compensation also fully compensates for any and all loss and damage which arises out of the nature of the work of improvement or from the acts of the elements or

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from unforeseen difficulties or obligations which may arise or be encountered during the progress of the work and prior to its acceptance by the Owner. The Contractor agrees that the compensation fully compensates for all risks of every description connected with the work of improvement and for all expenses incurred by or in consequence of the suspension or discontinuance of the work of improvement including any requirements made of it by the Engineer pursuant to the various contract documents referred to in Paragraph 1 above.

4. LIABILITY: All work shall be guaranteed by the Contractor for a period of one year from the date of the recordation of the notice of completion of the work against defective workmanship or materials. The Contractor shall promptly replace or repair in a manner satisfactory to the City Engineer any such defective work after notice to do so from the City Engineer, and upon the Contractor's failure to make such replacement or repairs promptly the City may perform this work and the Contractor and his sureties shall be liable for the cost thereof. This guarantee is in addition to any other guarantee required elsewhere in this contract or specifications.

To the furthest extent allowed by law including California Civil Code section 2782, Contractor shall indemnify, hold harmless and defend City, and each of their elected officials, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City, or any of their elected officials, officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the City, or any of their elected officials, officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City, or any of

their elected officials, officers, officials, employees, agents or volunteers in accordance with the terms of the preceding paragraph.

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This section shall survive termination or expiration of this Contract.

5. COMMENCEMENT AND COMPLETION OF WORK: The Contractor agrees to commence work of improvement within (10) calendar days after the date of written notice to do so by the Owner and to complete the same within 20 WORKING DAYS after the date of receipt of said notice.

6. ATTORNEYS' FEES: In the event of litigation in any way connected with this agreement or the Contractor's performance thereof, the Contractor agrees to pay the Owner in addition to any other sum or remedies awarded the Owner such reasonable attorneys' fees as may be fixed by a court of competent jurisdiction.

7. EFFECTIVE DATE: Effective date of this agreement shall be the date upon which the last party to sign does so sign.

8. PREVAILING WAGE PROVISION: The wages to be paid for a day's work to all classes of laborers, workmen or mechanics on the work contemplated by this contract, shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplated to be performed as determined by the Director of Industrial Relations pursuant to his authority under Labor Code Sections 1770 et seq. Each laborer, workman or mechanic employed by a Contractor or by any subcontractor shall receive the wages herein provided for. The Contractor shall pay Fifty Dollars ($50.00) per day penalty for each worker paid less than the prevailing wage of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to each worker.

NOTE: An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775.

State Wage Rates for work completed in a locality within the state where the work hereby contemplated to be performed shall be as determined by the Director of Industrial Relations pursuant to his/her authority under Labor Code Sections 1770 et seq. The wage rates may also be viewed at the STATE WEBSITE OF http://www.dir.ca.gov/OPRL/PWD/index.htm.

The wages to be paid for a day's work to all classes of laborers, workmen or mechanics on the work contemplated by this contract, shall not be less than the prevailing rate for a day's work in the same trade or

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occupation. Each laborer, workman or mechanic employed by a Contractor or by any subcontractor shall receive the wages herein provided for. The Contractor shall pay Fifty Dollars ($50.00) per day penalty for each worker paid less than the prevailing wage of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Contractor to each worker.

POSTING OF SCHEDULE OF PREVAILING WAGE RATES AND DEDUCTIONS

If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborer and mechanics to be engaged in work on the project under the contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

PAYROLL RECORDS

Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code Section 1776.

USE OF APPRENTICES

Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 et seq. of the California Labor Code. These sections require Contractor and subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one apprentice for each five journeymen (unless an exception is granted in accordance with Section 1777.5), and that Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices as defined in Section 3077, who are in training under apprenticeship standards and who have written apprentice agreements, will be employed in public works in apprenticeable

occupations. The responsibility for provisions is fixed with the Prime Contractor for all apprenticeable occupations.

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TRAVEL AND SUBSISTENCE

In accordance with California Labor Code Division 2, Part 7, Chapter 1, Article 2, Section 1773.8, the Contractor is required to pay travel and subsistence payments to each workman needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with said section.

9. CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION:

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

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

Signature: _____

Bidder's Name: _____

Address: _____

_____

(In accordance with Article 5, commencing at Section 1860, Chapter 1, Part 7, Division 2, of the Labor Code, the above Certificate must be signed and filed with the awarding body prior to performing any work

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under this contract.)

10. WORKING HOURS: Eight hours labor constitutes a legal day's work in all cases. The time of service of any workman employed upon public work is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided under Section 1815 of the California Labor Code. As penalty to the City of La Mesa, the Contractor stipulates that he will forfeit Twenty-five Dollars ($25.00) for each workman employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of Part 7 of the California Labor Code Division 2.

11. REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS:

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IN WITNESS WHEREOF: Two (2) identical copies of this agreement, each of which shall for all purposes be deemed an original, have been duly executed by the parties as of the date set opposite their names.

(SEAL) CONTRACTOR

By _____

Date _____

By _____
Authorized Representatives

NOTE: AGREEMENT SHALL BE SIGNED BY TWO PRINCIPALS/OFFICIALS OF THE COMPANY.

(SEAL) CITY OF LA MESA

By _____
Mayor

Date _____

By _____
City Clerk

Approved as to form this

_____ day of _____, 20____

_____
City Attorney

DRAFT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of La Mesa, by Resolution No. _____, passed _____, 20____, has awarded to _____ hereinafter designated as the "Principal", a contract for BID 26-02 EL PASO AND HIGHWOOD NTMP PROJECT and

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

NOW, THEREFORE, We, the Principal, and _____

_____

, as Surety, are held and firmly bound unto the City of La Mesa in the penal sum of _____ Dollars ($_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said contract and any alterations thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Owner, its officers and agents, as therein stipulated, and also will pay in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and the Surety above named, on the

_____ day of _____, 20____.

_____

Principal

By_____

Surety _____

By_____

Attorney-in-Fact

I HEREBY APPROVE the form of the foregoing Bond this _____ day of _____,20____.

CITY ATTORNEY

By_____

DRAFT

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City Council of the City of La Mesa, by Resolution passed _____, 20_____, has awarded to _____

_____,

hereinafter designated as the "Principal", a contract for constructing **PROJECT**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We, the Principal and _____

_____

_____

as Surety, are held and firmly bound unto the City of La Mesa in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done; or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act, as required by the provisions of Sections 4200 to 4208, inclusive, Government Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as in the above-mentioned statute provided.

This bond shall be for the benefit of any and all persons, companies, and corporations entitled to file claims under Section 1192 of the California Code of Civil Procedure, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named
on the _____ day of _____, 20 _____.

_____
Principal

By _____

_____
Surety

By _____

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Attorney-in-Fact

PARTNERSHIP CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

_____

_____

_____

_____

_____

_____ (Notarial Seal)

known to me to be _____ of the partners of the partnership that executed the foregoing contract, and acknowledged to me that such partnership executed the same.

Signature _____

Name (Type or Print) _____
(Notary Public in and for said County and State)

My Commission expires: _____

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CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; and that ,_____,who also signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

_____
PRINCIPAL/OFFICIAL

_____
SECRETARY

(Corporate Seal)

NOTE: THIS FORM SHALL BE SIGNED BY TWO PRINCIPALS OR OFFICIALS OF THE COMPANY.

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EMERGENCY NOTIFICATION LIST

Project: (Project Name)

The Contractor shall provide the names, addresses and telephone numbers of three (3) different responsible persons who can be contacted in an emergency situation who will have the authority to act in the Contractor's absence.

		TELEPHONE NO.	
		During Working Hours	After Working Hours
1.	NAME: _____	_____	_____
	ADDRESS: _____		
	_____		
2.	NAME: _____	_____	_____
	ADDRESS: _____		
	_____		
3.	NAME: _____	_____	_____
	ADDRESS: _____		
	_____		

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CITY OF LA MESA
Engineering Division
8130 Allison Avenue
La Mesa, CA 91942

PROJECT: (x)

SUBJECT: **IMPORTANT INFORMATION RELATING TO THE PROJECT**

1. THE COMPANY:

   NAME: _____

   ADDRESS: _____

   MAILING ADDRESS (IF DIFFERENT): _____

   PHONE NO. _____ FAX NO. _____

   FEDERAL TAX I.D. NO. _____

2. JOB SUPERINTENDENT:

   NAME: _____

   MOBILE PHONE: _____

   EMERGENCY: _____

   HOME ADDRESS: _____

   HOME PHONE NO.: _____

3. JOB FOREMAN:

   NAME: _____

   MOBILE PHONE: _____

   EMERGENCY: _____

   HOME ADDRESS: _____

   HOME PHONE NO.: _____

4. OFFICE CONTACT PERSON:

   NAME: _____

   MOBILE PHONE: _____

   EMERGENCY: _____

   HOME ADDRESS: _____

   HOME PHONE NO.: _____

5. PERSON AUTHORIZED TO SIGN DAILY EXTRA WORK REPORTS AND CONTRACT CHANGE ORDERS:

   NAME: _____ TITLE: _____

   NAME: _____ TITLE: _____

   NAME: _____ TITLE: _____

6. OFFICERS RESPONSIBLE FOR PAYROLL AND EEO

   NAME: _____ TITLE: _____

   NAME: _____ TITLE: _____

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NAME:_____ TITLE:_____

ANY CHANGES ON THE ABOVE INFORMATION WILL BE SUBMITTED IN WRITING.

SIGNATURE:_____

NAME:_____

TITLE:_____

DATE:_____/_____/_____

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DOCUMENTS UPON COMPLETION OF PROJECT

CONTRACTOR'S CERTIFICATION OF COMPLETION

DATE: _____

Project: (Project Name)

TO: CITY OF LA MESA
Engineering Division
8130 ALLISON AVENUE
La Mesa, CA 91942

ATTN: CONSTRUCTION MANAGER OWNER: CITY OF LA MESA

FROM: _____
FIRM OR CORPORATION

==========

This is to certify that I, _____, am an authorized official of _____ working in the Capacity of _____ and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

I know, of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer that the work is complete, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the contract documents.

Signature: _____

By: _____
Name and Title

Company: _____

Signature: _____

By: _____
Name and Title

Company: _____

GUARANTEE AGREEMENT

(FORM FOR BOTH CONTRACTOR AND/OR SUBCONTRACTOR AS APPLICABLE)

Guarantee for: _____

We hereby guarantee that the **La Mesa Police Department Garage Deck Waterproofing Maintenance** and all appurtenant work, which we have installed **as shown on included attachments, exhibits, plans, and according to specifications**, has been installed in accordance with the drawings and specifications and that the work was installed will fulfill the requirements included in the specifications. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of one (1) year from the date of acceptance of the above referenced project by the CITY, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects in the work constructed under the Contract. Replacement of earth fill or backfill, where it has settled below the required finish surfaces, shall be considered part of such repair work, and any repair of resurfacing constructed by the Contractor, which becomes necessary by reason of settlement, shall be likewise considered part of such repair work unless the Contractor shall have obtained a statement in writing from the affected private owner or public agency releasing the Owner from further responsibility in connection with such resurfacing.

In the event that the undersigned fails to comply with the above mentioned conditions within a reasonable period of time, as determined by

the CITY, but not later than ten (10) days after the CITY's written notification, the undersigned hereby authorizes the CITY to proceed with the repair of said defects and the Contractor and his/her surety shall be liable to the City for the cost thereof.

_____	_____
Firm Name	Address
By:_____	By: _____
Signature of Subcontractor or General Contractor	Signature of Subcontractor or General Contractor
_____	_____
Name and Title	Name and Title

Countersigned:

_____	_____
Firm Name	Address
By:_____	By:_____
Signature of General Contractor if for Subcontractor)	Signature of General Contractor if for Subcontractor)
_____	_____
Name and Title	Name and Title

Representative to be contacted for service:

Name:_____	Address_____
_____	Telephone:(___)_____

AFFIDAVIT OF DISPOSAL

WHEREAS, on the _____ day of _____, 20___, the undersigned entered into and executed a contract with the City of La Mesa, a municipal corporation, for **La Mesa Police Department Garage Deck Waterproofing Maintenance**, as particularly described in said contract and identified as

"Bid No. 27-10 ";and

WHEREAS, the specifications of said contract requires the Contractor to under penalty of perjury declare that "all brush, trash, debris, construction trash, construction debris, and surplus materials resulting from this project have been disposed of in a legal recycling or disposal site" as laid out by the City of La Mesa's Municipal Code Section 14.27; and

WHEREAS, said contract has been completed and all surplus materials disposed of;

NOW, THEREFORE, in consideration of the final payment by the City of La Mesa to said Contractor under the terms of said contract, the undersigned Contractor does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)_____ and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ day of _____, 20___.

CONTRACTOR

By: _____

ATTEST:

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 20___, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____

Signature (SEAL)

RELEASE FORM WITH PAYMENT REQUESTS

Owner: City of La Mesa Bid No.:

Project: _____ Date:

Contractor: _____

PAY ESTIMATE NO.

PERIOD FOR WHICH WORK PERFORMED:

The above-named Contractor hereby acknowledges payment in full for all compensation of whatever nature due the Contractor for all labor and materials furnished and for all work performed on the above-referenced project for the period specified above with the exception of contract retention amounts and disputed claims specifically shown below.

RETENTION AMOUNT FOR THIS PERIOD: $_____

DISPUTED CLAIMS: Description and Amount

The Contractor further expressly waives and releases any claims the Contractor may have, of whatever type or nature, for the period specified which is not shown as a retention amount or a disputed claim on this form. This release and waiver has been made voluntarily by Contractor without any fraud, duress, or undue influence by any person or entity.
Contractor further certifies, warrants and represents that all bills for labor, materials and work due Subcontractors for the specified period have been paid in full and the parties signing below on behalf of Contractor have express authority to execute this release.

Dated: _____ Contractor: _____

By: _____ Title: _____

By: _____ Title: _____

Distribution: ☐ City ☐ Contractor ☐ Engineer ☐ Finance

LA MESA POLICE DEPARTMENT GARAGE DECK WATERPROOFING MAINTENANCE

SPECIAL CONDITIONS

The following special conditions are additions, deletions and changes to the general conditions.

1. DEFINITIONS:

(A) Standard Specifications: Shall refer to the latest edition of the Standard Specifications for Public Works Construction, latest version, "GreenBook", and the latest Regional Supplement Amendments prepared by the Southern California Chapters of American Public Works Association and Associated General Contractors of America.

(B) Standard Drawings: Shall refer to the La Mesa Standard Drawings first, and if not specified, shall refer to the San Diego Area latest Regional Standard Drawings published by the San Diego County Department of Public Works, latest edition, downloadable at http://www.regional-stds.com/home. For City of La Mesa Standard Drawings go to www.cityoflamesa.com/LMSD.

(C) Department of Public Works: Also, sometimes referred to as the "Department", whenever used in the Standard Specifications shall mean the "City of La Mesa".

(D) Engineer: Whenever used in the Standard Specifications shall mean the "La Mesa City Engineer".

(E) Shown: Shall be construed to mean "shown on the drawings".

(F) Director of Public Works: Also sometimes referred to as "Director", whenever used in the Standard Specifications shall mean the "City Engineer" of the City of La Mesa.

(G) Caltrans Standard Specifications: Shall refer to Standard Specifications, State of California, Department of Transportation, latest edition.

(H) Caltrans Standard Drawings: Shall refer to Standard Plans, State of California, Department of Transportation, latest edition.

(I) California MUTCD: Shall refer to the California Manual on Uniform Traffic Control Devices, latest edition: mutcd.fhwa.dot.gov

1. ORDER OF PRIORITY:

In case of conflict between these special conditions, special provisions, drawings and other standards and specifications, the following order of priority shall prevail:

(A) Special Conditions

(B) Special Provisions

(C) Contract Drawings

(D) Standard Drawings

(E) General Conditions

(F) Standard Specifications

(G) Standard Specifications, Caltrans

(H) California MUTCD

3. PROSECUTION AND COMPLETION OF WORK:

The Contractor shall begin work within ten (10) calendar days after receiving notice to proceed, or as designated on the notice to proceed, and shall prosecute diligently said work to completion on or before the expiration of twenty (20) working days from the date of receipt of said notice.

In case all the work, conditions and requirements of the contract are not completed within the number of working days as set forth in these specifications, liquidated damages of one thousand dollars ($1,000.00) minimum for each and every working day required in excess of the specified time shall be paid to the City of La Mesa or the equivalent monetary value will be withheld from the Contractor.

If the contractor wishes to pause work for weather, unforeseen circumstances, or for any reason, other than directed by the City, the Contractor shall notify the City at least 24 hours prior to the possible 'no work' day and shall require approval from the Engineer the day prior or day of the 'no work' day. If the Contractor does not notify the Engineer in the above manner, no exemptions will be made, and the day shall be counted as a working day against the total number of days on the contract.

The Engineer shall determine the Contractor's work to be completed and accepted in accordance with the Contract Documents, after receiving a written assertion of completion by the Contractor. Upon approval by the Engineer, the Contractor shall be relieved from liquidated damage provisions, as well as the responsibility to protect and maintain the work.

except such work as is necessary for the proper care and protection of the work already performed, or except in cases of an emergency, in which event the permission of the City Engineer shall be secured. The Contractor shall provide a work schedule, traffic control plan and public convenience plan to the engineer 10 days before construction start date for review and approval.

Deviation from the working hours will not be permitted without the prior consent of the Director of Public Works, except in emergencies involving immediate hazard to persons or property. In the event of a requested or emergency deviation, liquidated damages and inspection service fees will

be charged against the Contractor. The inspection service fees will be calculated at overtime rates including benefits, overhead, and travel

time. The inspection service fees and liquidated damages will be deducted from any amounts due to the Contractor.

The prosecution of work on Saturdays, Sundays, and legal and City holidays and as designated below shall not be allowed except as directed by the City Engineer and only when necessary for the completion of the work or any portion thereof:

Holidays	Date
New Year's Day	January 1
Dr. Martin Luther King, Jr., Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day Holiday	December 25

Every day appointed by the President or Governor for a public fast, thanksgiving, or holiday.

4. WORK TO BE DONE:

The work to be done consists of, but is not limited to, furnishing all plant, labor, material, tools, equipment and performing all work required for **LA MESA POLICE DEPARTMENT GARAGE DECK WATERPROOFING MAINTENANCE in the City of La Mesa, County of San Diego, State of California, as shown on sheets 9445.1 — 9444.29 and included attachments, exhibits, plans, and according to specifications.**

All of the above improvements shall be performed in accordance with these specifications and the contract drawings and to the satisfaction of the City Engineer.

5. TESTING OF MATERIALS:

All work performed under these contract documents shall be subject to inspection by the City Engineer, or his representative, who shall have free access to the work in place and/or materials stored on the job site.

Testing of materials or work shall be in accordance with these specifications, or, in the absence of such specifications, the City's currently used method shall be used.

Work or material which does not conform to these specifications, although accepted through oversight or otherwise, may be rejected at any time and shall immediately be removed from the job site.

All testing of the work or materials to establish compliance with the

plans and specifications shall be as determined by the Engineer and shall be performed by and at the expense of the City, except that costs for non-passing tests will be determined at the conclusion of construction and will be deducted from the Contractor's invoice for final payment.

6. BUSINESS LICENSE REQUIREMENT:

The Contractor, including all subcontractors, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code 6.08.010 through 6.08.240.

No payments shall be made to any Contractor until such business license has been obtained, and all fees paid therefore, by the Contractor and all subcontractors. Business license applications and information may be obtained from the City of La Mesa Finance Department, 8130 Allison Avenue, P. O. Box 937, La Mesa, CA 91944, (619) 667-1118.

7. ACCIDENT PREVENTION:

Precautions shall be exercised at all times by the Contractor for the safeguard of life and property. The safety provisions of applicable laws and construction codes shall be observed by the Contractor at all times.

8. EXISTING UTILITIES AND MONUMENTS:

The Contractor shall protect utilities affected, such as manhole covers, to the satisfaction of the responsible agency.

The Contractor shall not disturb existing controlling survey monuments until the survey monuments are tied out by a Registered Land Surveyor or a Registered Civil Engineer authorized to practice land surveying in the state of California. It is the Contractor’s responsibly to supply the Engineer with a list of potential disturbed survey monuments seven (7) days prior to the start of work. The City of La Mesa will then set survey points outside the area of work that reference and locate the disturbed survey monuments and file Corner Record or Record of Survey with the County Surveyor to reestablish the disturbed survey monuments.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

9. INCREASED OR DECREASED QUANTITIES:

The City reserves the right to make alteration in the plans or in the quantities of work as may be considered necessary. Such alterations will be in writing and shall not be considered as a waiver of any conditions of the contract nor to invalidate any of the provisions thereof. Compensation for such alterations shall be based on the unit price bid for each item altered.

Agency may change the quantity of work, both additive and deductive, without regard to exceeding 25% of the Bid Quantity. Quantities shown in the Bid Schedule are estimated quantities for bidding purposes only.

Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Standard Specification for Public Works Construction Section 3-2.2.1.1, nor shall they be considered a change of character of work. Therefore, regardless of total actual quantities compared to estimated quantities, the unit price by the Contractor shall be applied to the final quantity when payment is calculated for this item. The total contract amount would be subject to the +/- 25% Rule.

10. NEW ITEMS OF WORK:

If, during the prosecution of this project, it is deemed necessary that additional items of work not otherwise included in these specifications should be incorporated in the work, the performance and method of accomplishing such items shall conform to the following:

NEGOTIATED CHANGE ORDERS

Upon discovery of additional work not included in this project, the City shall clearly define the scope and extent of the additional work. The Contractor is then asked to provide a cost proposal according to a schedule of values prepared by the contractor and approved by the City. The price shall be a lump sum, which includes all bonds, profit, and overhead. The Contractor shall provide a completed schedule of values to the City within a time frame as specified.

Upon agreement on the schedule of values, the City will issue a written notice-to-proceed with the additional work. No work shall be done without any prior authorization. Any additional work completed without authorization shall not be eligible for compensation.

In case there is no agreement on the negotiation, the City may issue a Notice to Proceed under force account as described below.

FORCE ACCOUNT PAYMENT

A. If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the City may direct by written Change Order or Field Order that the work be performed/completed on a force account basis. The term "force account" shall be understood to mean that payment for the work will be completed and accepted by the City on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. The Contractor is NOT eligible to receive additional compensation for correcting inadequate quality of work while performing the additional work. The Contractor shall also be responsible for any damage to private and/or public property as a result of the Contractor's operation for the additional work. For the work performed, payment will be made for the documented actual cost of the following:

i. Direct labor cost for workers, including working foremen excluding superintendent, who are directly assigned to the force account work: Direct labor cost is the actual payroll

cost, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered, unless approved in writing by the City.

ii. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.

iii. Contractor-owned or rental equipment, including necessary transportation, if required and not on site, for items having a value in excess of One Thousand Dollars ($1,000.00).

iv. Additional bond.

v. Additional insurance, other than labor insurance.

B. To the preceding costs, there shall be added the following fees for the Contractor, subcontractor, or sub-subcontractor actually performing the work:

i. A fixed fee not to exceed fifteen (15) percent of the costs of Item A(i) above.

ii. A fixed fee not to exceed ten (10) percent of the costs of Items A(ii) and A(iii) above.

iii. To the total of the actual costs and fees allowed hereunder, not more than two (2) percent shall be added for additional bond and insurance as the cost of Items A(iv) and A(v) above.

C. For work performed by an approved subcontractor, the Contractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of ten (10) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.

D. For work performed by a sub tier-subcontractor, the subcontractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of ten (10) percent of said total. No further compensation will be allowed for the subcontractor's administration of the work performed by the sub tier-subcontractor. The Contractor may add to the total of the actual costs and fixed fees allowed under this paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.

E. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The above fixed fees represent the maximum limits which will be allowed, and they include the

Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.

F. The City reserves the right to furnish such materials and equipment as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

G. For equipment under Item A(iii) above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on comparable commercial rental rates in San Diego County. Owner- operated equipment rates shall not exceed comparable commercial rental rates in San Diego County plus the labor costs as provided in Item A(i) above. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, maintenance, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific agreement to that effect is made. For Contractor owned equipment, costs shall be based on either actual cost accounting records or comparable commercial rental rates in San Diego County. Hourly rates shall be determined by dividing the monthly rate by 176 hours. If the contractor and City cannot agree on comparable commercial rental rates for particular equipment, then Blue Book rates shall apply with markups for overhead appropriately accounted for.

H. Prior to the commencement of force account work, the Contractor shall notify the City of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets approved by the City. The reports, if found to be correct, shall be signed by both the Contractor and City, or inspector, and a copy of which shall be furnished to the City no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of force account work provided. If the City, or inspector, does not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and City, or inspector, shall sign off on the items on which they are in agreement. The City shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice according to the Standard Specifications or GreenBook.

I. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.

J. To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the City, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) calendar days after said work has been performed. No payments will be made for work

billed and submitted to the City after the thirty (30) calendar day period has expired.

The City shall retain 5% of each payment due CONTRACTOR under this contract until completion and acceptance of the PROJECT. The CONTRACTOR may elect to deposit securities of a value equivalent to the retention in accordance with the provisions of § 22300 of the Public Contract Code and thereby become entitled to receive 100% of the payments, without retention. The City will make the final determination as to the value of the posted securities. The amount of retention withheld may be reduced, or a portion of withheld retention may be returned, at the sole discretion of the City.

K. The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the City and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.

L. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The Contractor shall not claim for anticipated profits on work that may be omitted.

M. Contractor shall submit at the pre-construction meeting a schedule of values, equipment listing, labor listing and the associated hourly rates.

Contractor may attend an optional pre-bid meeting, where video footage of the scope of work will be presented to help the contractor assess material quantities for the required maintenance to be completed during the 14 working day period for this job.

N. During any force account work, the contractor shall meet with the City’s construction manager on a daily basis prior to start of work for each day agreeing of the labor, equipment and material for each day. At the end of the day, all the documentations for the day are reviewed, signed and submitted.

11. OBSTRUCTION:

The Contractor shall be required to work around public utility

facilities and other improvements that are to remain in place within the construction area, or that are to be relocated and relocation operations have not been completed. The Contractor shall be held liable to the owners of such facilities and improvements for any damage or interference of service resulting from his operations.

The exact location of facilities and improvements within the construction area shall be ascertained by the Contractor prior to using any equipment that may damage such facilities, or interfere with their service. The City shall not be responsible for the exact location of any utilities. The Contractor is responsible for physically locating

subsurface facilities within 24 in of any side of the excavation and to report any findings, differences, or conflicts to the Engineer as specified in the Special Provisions.

Other forces may be engaged in moving or reconstructing utility facilities or other improvements, or in maintaining service of utility facilities, and the Contractor shall cooperate with such forces and conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

The Contractor shall not interrupt or disturb service or support of utilities without authority from the utility owner or Engineer. If the utility is disturbed or damaged, the Contractor is responsible for notifying the Engineer and the all expenses relating to the damages.

The Contractor is advised of the existence of the utility notification services provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48-hours of notice to the Underground Service Alert by calling
811 or 1-800-422-4133.

The Contractor is to coordinate with the City seven days in advance of needing bracing of SDG&E or other utility facilities. No fees will be required of the contractor.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating near any of their facilities. The utility companies listed below shall be contacted as indicated.

Gas & Electric	SDG&E	USA
Telephone	AT&T	USA
Water	Helix Water District	USA
Water	SDCWA	858-522-6900
Sewer	City of La Mesa	USA
Storm Drain	City of La Mesa	USA

CATV	Cox Communications	USA
Traffic Signal	Southwest Signal Service	619-442-3343
Streetlights	Southwest Signal Service	619-442-3343
MTB	Cable, Pipe and Leak	619-660-0844

12. CONTRACTOR RESPONSIBILITY--PROPERTY DAMAGES WITHIN CONSTRUCTION AREAS:

In addition to the provisions of the general conditions of the City of La Mesa, the Contractor shall be responsible for, and hold the City harmless from, any and all damages which occur by reason of the

Contractor's operation within the limits of the construction areas, or resulting from the Contractor or it's workforce's actions, and shall be responsible for restoring in kind at no cost to the City, all fences, walls, landscapes, irrigation and all other existing improvements, and shall replant in kind all lawn, grass, shrubs, trees and all other landscaping destroyed during construction to as nearly as their original location and conditions as is reasonably possible to the satisfaction of the City Engineer.

The Contractor shall take a video of all locations of proposed work and deliver said recordings to the City of La Mesa through their own file upload site, by flash drive, or by any other method that allows the City access to the recordings prior to work beginning. Any damage that occurs in the construction area shall be cross referenced with said video to determine the extent of damage caused by the contractor.

13. AFFIRMATIVE ACTION PROGRAM:

In connection with the performance of work under this contract the Contractor shall conform to the provisions of the City of La Mesa's "Affirmative Action Program" Resolution 12195 (copy attached) and these special conditions.

It is the intent of the City of La Mesa as the awarding authority of this contract to perform the agency administrative functions where applicable and required by said Affirmative Action Program as defined by the administrative code stated therein.

Also, all questions concerning said program and compliance therewith shall be directed to the City Engineer of the City of La Mesa.

14. SUBMITTALS:

Comply with the Standard Specifications for Public Works Construction. Submittals shall be provided where called for in the special provisions of the specifications.

15. EXAMINATION OF SITE AND DOCUMENTS:

(A) Prior to submission of his bid, each bidder shall carefully examine all contract documents and shall visit the site and shall fully inform himself as to all existing conditions and limitations to the work.

(B) If, after examination of site and documents, there is any doubt as to intent or meaning, or if any discrepancies, omission, ambiguities, or conflicts be found, he shall bring these to the City Engineer's attention in sufficient time before bid opening to allow the issuance of clarifying addenda.

(C) Each bidder, by the act of submitting his bid, shall be deemed to have complied with the above items and it will be assumed that his bid takes into consideration such conditions and limitations applying to the work.

16. RECORDS:

Each Contractor and subcontractor is required by Section 1776 of the Labor Code of the State of California to keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by him in connection with this project; the Contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship.

The Contractor shall submit weekly a copy of all payrolls to the City. These submittals shall be sent through Virtual Project Manager (VPM), in the category 'submittals'. The copy shall be accompanied by a statement signed by the employer or his agent which certifies that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations and that the classifications set forth for each laborer or mechanic conforms with the work he performed. The prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

17. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

All insurance costs shall be included in the Contractor's bid. This includes extra costs, if any, for "Claims Made" basis coverage extending the reporting period ("tail coverage").

The contract includes a general liability insurance, which insures the City of La Mesa, its officers, and employees against all claims relating to the scope of work, and provides coverage for on-going and completed operations. It is required that the certificate of insurance submitted to the City of La Mesa states that the Contractor's insurance is primary and other insurance held by La Mesa is non-contributory. Notwithstanding any other provisions of this document, Section 14 of the City's Information for Bidders and the special insurance provisions, if any, noted below for this project shall be in addition to the general liability insurance.

Coverage shall be provided for "X, C, U" exposures.

18. INSURANCE CARRIER AND BONDING COMPANY RATINGS FOR PUBLIC WORKS CONTRACTS:

All surety bonding companies shall be admitted to do business in the State of California, be authorized to transact surety insurance in the State of California, and must also have assets which exceed their liabilities in an amount equal to or in excess of the amount of the bond.

19. SCHEDULE OF WORK:

The Contractor shall submit a proposed schedule of work 10 days before project construction begins for the Engineer's approval through Virtual Project Manager (VPM). If major revisions need to be made to or if schedule does not reflect actual progress, the Contractor shall submit a revised schedule to the Engineer.

The contract time shall begin upon issuance of the Notice to Proceed. Thereafter, the work shall start within 10 days. Once the Contractor is in an agreement with the City, the Contractor cannot change prices or adjust prices within 365 days of agreement.

Prosecution of the work should be done to minimize inconvenience and hazardous and to diligently restore work area to original or operable condition.

20. LAWS TO BE OBSERVED:

The Contractor shall comply with mandatory recycling measures, as indicated within La Mesa Municipal Code. Such measures include the separation of designated recyclable materials from other rubbish and garbage on the specified dates for collection and removal. The following materials shall be recycled and the Contractor shall provide Affidavit of Recycling for them:

Dirt
Sand
Concrete
Asphalt
Rock
Land Cleaning Brush
Metal Products

21. NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)- STORM WATER POLLUTION PREVENTION

The Contractor shall ensure at all times that no construction material, sediment, or non-storm water is permitted to enter the storm drain system.

Upon award of project and prior to commencement, the General Contractor shall submit a detailed Construction Storm Water Management Plan Drawing (CSWMP) specifying the locations of construction best management practice (BMP) features to Virtual Project Manager (VPM), in the 'submittals' category. City of La Mesa Engineering Dept. Approval is required prior to project commencement. Once approved, the drawing shall be uploaded as a storm water transmittal in Virtual Project Manager (VPM). The cost of preparation of this drawing shall be deemed to have been included within the designated BMP line-item sum, mobilization cost sum, or incorporated in the contract total amount. No additional payment shall be made for this item.

BMPs featured on the drawing may be fully computer generated or marked up on a full sized or 11" x 17" copy of the site plan.

The drawing shall include all erosion control, sediment control, and materials management BMP features to be used onsite. A paper copy of the drawing must be available onsite for inspection purposes. The drawing shall depict the locations of the BMPs to be deployed onsite, and indicate the estimated timeframe which the BMP will be utilized in the respective location. Linear or utility projects which have fluid construction locations and operations shall depict the BMP locations and timeframes at each location. Any revisions to the original plan shall be submitted to VPM via mark-up on the original plan. Additionally, the Contractor shall submit daily BMP condition updates on VPM within the daily report as described in Special Provisions Section 23.

The General Contractor shall indemnify the City of La Mesa, its elected officials, employees, and agents, of any penalties which may arise due to improper placement or maintenance of storm water BMPs. The general contractor is solely responsible for any fines which are issued by regulatory agencies due to storm water BMP negligence, failure, or other violation of the regulatory permits listed in this Section. Contractor's failure to pay such fines shall result in withholding or deducting the fine amount from the Contractor's invoice.

For the purposes of payment, the City of La Mesa will divide the BMP line-item lump sum by the number of working days in the project. Upon discovery of improper deployment and/or maintenance of storm water BMPs onsite as per approved plans, the City of La Mesa shall calculate a percentage for each category of BMPs which are effectively deployed onsite. The four equally weighted BMP categories include; erosion control, sediment control, tracking control, and materials management. The City of La Mesa shall release payment of monies based on the percentage of effectively deployed BMP categories for each working day. The City shall have the option to deduct the BMP line-item cost, and issue a penalty of $250.00 per day for non-compliance.

The CSWMP shall be in conformance to the City of La Mesa's Ordinances and Storm Water Best Management Practices Guidelines.

- Contractor shall maintain an effective combination of erosion and sediment Best Management Practices control as directed by the City.
- Contractor shall inspect and maintain BMPs daily.
- Contractor shall provide the City with emergency 24-hour telephone number(s) of responsible contractor personnel and details of protective measures, including desilting basins or other temporary drainage and/or control measures.
- Adequate erosion and sediment control materials and/or BMP devices shall be available on site at convenient locations to facilitate rapid installation or to repair any damaged erosion and sediment control measures when rain is imminent. All removable protective devices shall be in place at the end of each day when the five (5) day rain probability forecast exceeds forty (40) percent.
- Remove all silt and debris from check berms and desilting basins after a rainstorm and as needed to assure proper operation.

- Sewer spills, asphalt and debris must not be allowed to discharge into storm drains.
- Contractor is advised that, based upon actual site conditions, other erosion and sediment control devices, and/or revisions to the Contractor's erosion and sediment control program may be requested by the City Engineer at no cost to City, to satisfy requirements of this article.
- Provide street cleaning, such as sweeping or vacuuming, at locations around the project site where construction traffic has caused tracking of sediments onto public or private paved streets, roads, and hardscape. Washing or flushing of sediment or debris into adjacent storm drain systems is prohibited.
- Mechanical sweepers shall be only Vacuum-Type or Regenerative Air Sweepers. Sweeping speed not to exceed 6 mph. At least, two passes shall be made.
- Street must be cleaned daily before the end of the workday. If excess sediments have tracked onto the streets or if rain is expected, clean the street as often as necessary to keep the street clean at all times or as directed by the Engineer. Remove and dispose of sediments properly.

The Contractor shall also comply with the following requirements:

- City of La Mesa Municipal Code Chapter 7.18 Storm Water Management and Discharge Control
- City of La Mesa Jurisdictional Urban Runoff Management Program(JURMP)
- City of La Mesa Storm Water Best Management Practices Standards as found through the LA MESA BMP MANUAL VOLUME 1 on the following page, https://www.cityoflamesa.us/989/Commercial-Industrial-BMPs
- SWRCB Order No. 2023-0057-DWQ, NPDES General Permit No. CAS000002, Waste Discharge Requirements (WDRs) for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities, September 2023. https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2022/wqo_2022-0057-dwq.pdf
- SWRCB Order No. R9-2013-0001, NPDES No. CAS0109266, WDRs for Discharges of Urban Runoff from the Municipal Separate Storm Sewer Systems (MS4s). Draining the Watersheds of the County of San Diego, the incorporated Cities of San Diego County, and the San Diego Unified Port District, adopted May 8, 2013 and as amended by Order No. R9-2015-0001, adopted February 11, 2015. https://www.waterboards.ca.gov/sandiego/water_issues/programs/stormwater/docs/2015-1118_AmendedOrder_R9-2013-0001_COMPLETE.pdf
- California Regional Water Quality Control Board (RWQCB), San Diego Region, Groundwater Extraction Discharges To Surface Waters within the San Diego Region, Order No. R9-2015-0013, NPDES No.CAG919003. https://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2015/R9-2015-0013.pdf
- California Regional Water Quality Control Board (RWQCB), San Diego Region, Groundwater Extraction Waste Discharges To Surface Waters within the San Diego Region Except tributary to San Diego Bay, Order No. R9-2007-0034, NPDES No. CAG919001. https://www.waterboards.ca.gov/sandiego/board_info/agendas/2007/jun/item15/suppdoc2.pdf
- Caltrans Storm Water Quality Handbooks, Construction Site

Best Management Practices Manual, latest revision. https://dot.ca.gov/-/media/dot-media/programs/construction/documents/environmental-compliance/csbmp-may-2017-final.pdf

- Order No. R92010-0003, NPDES No. CAG679001, General Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems within the San Diego Region, San Diego Region. https://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/R9-2010-0003.pdf

22. TERMINATION

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under the Contract Documents, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate the Contractor immediately by giving written notice of such termination and specifying the effective date thereof. In any such event, all finished or unfinished work and materials shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

23. VIRTUAL PROJECT MANAGER (VPM)

VPM allows for paperless documentation and project administration. All posted information is available to all personnel involved with the project at any time using the internet.

The use of VPM by the contractor is mandatory. The contractor shall use the following features: Daily Logs - the contractor shall submit a daily report here. Change Order Manager-contractor requests for change order must be submitted here. Certified payroll shall be submitted electronically on a weekly and monthly basis with each pay application to the Certified Payroll Transmittal. Pay applications shall be submitted electronically to the Pay Application Transmittal. An updated schedule shall be submitted with each pay application to the Schedule Transmittal. Submittals shall be submitted electronically (when possible) to the Submittal area. Requests for information (RFIs) shall be submitted electronically in the RFI area.

In order to utilize VPM, the contractor needs a laptop computer, wireless internet access, a digital camera and a scanner. For more information, go to: www.virtual-pm.com.

Access to VPM will be provided at no cost to the contractor.

24. CONSTRUCTION STREET SWEEPING SPECIFICATION

A. Provide street cleaning, such as sweeping or vacuuming, at locations around the project site where construction traffic has caused tracking of sediments onto public or private paved streets, roads, and hardscape. Washing or flushing of sediment or debris into adjacent storm drain systems is prohibited.

B. Mechanical sweepers shall be only Vacuum-Type or Regenerative Air

Sweepers. Sweeping speed not to exceed 6 mph. At least, two passes shall be made.

C. Street must be cleaned daily before the end of the workday. If excess sediments have tracked onto the streets or if rain is expected, clean the street as often as necessary to keep the street clean at all times or as directed by the Engineer. Remove and dispose of sediments properly.

25. TRAFFIC CONTROL AND SAFETY PLAN

All traffic control shall comply with Part 6 of the California Manual on Uniform Traffic Control Devices (latest Edition) and San Diego Regional Standards – Appendix "A".

Prior to the start of construction, the Contractor shall submit detailed traffic control and safety plans to the City Engineer for approval through Virtual Project Manager (VPM). Plans must include the type, size and location of signs (including offsite advisory signs), spacing between signs, location and type of barricades, length of transitions, flashers, flagmen, and all safety measures for pedestrians and/or detours for traffic. Traffic control and Safety Plan shall be prepared by a qualified traffic and safety technician. The City will reject the traffic control and safety plan if it does not meet City's submittal requirements and industry standards.

Where applicable, the contractor may use the MUTCD or San Diego Regional Standards in place of a stamped traffic plan. On streets where full road closure is required, or where a street is considered an Arterial roadway, the contractor shall be required to submit specifically designed traffic plans with a traffic or civil engineer stamp. The Contract shall have the option, unless identified otherwise in the Special Provisions, to utilize standard traffic control plans for construction traffic control on Local Collector roadways and Local Streets. Any traffic control required to perform the work outlined in the plans and specifications shall require a traffic engineer's stamp unless utilizing an approved traffic control plan in the MUTCD or San Diego Regional Standards AND agreed upon by the City Engineer or his/her representative.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours. "Project Safety Official" shall be designated by the Contractor, of which shall be on site at all times and familiar with the Contractor's injury and Illness Prevention Program and Code of Safe Practices.

The City shall construct project site signs and the Contractor shall mount signs on movable posts or frames and relocate the signs to each construction location. Contractor shall be responsible for maintenance and safety of project site signs.

All construction work associated with the installation of sewer mains within 10 feet of San Diego County Water Authority water mains will be confined from 9:00 p.m. to 5:30 a.m., Sunday through Thursday.

No work that interferes with public traffic on all streets shall be performed between 4:30 p.m. and 7:30 a.m. Monday through Friday, or

Saturdays, Sundays and designated legal holidays unless authorized by the City Engineer. The full width of the traveled way shall be open to public traffic when construction operations are not actively in progress.

Temporary skid-resistant steel plating or portable concrete barrier may be required when trenching cannot be secured overnight by backfilling and temporary surfacing. Steel plating is limited and shall be approved by the City Engineer prior to use. If permitted, temporary paving materials shall be used to feather the edges to the plates (6" min.) to minimize wheel impact.

Contractor shall install trench plates flush with ground to the satisfaction of the City Engineer when working on steep streets where possible trench plate slippage may occur due to the steepness of the existing roadway.

The Contractor shall be responsible for furnishing and installing all necessary trench plates and k-rails for trenchless construction to facilitate approved traffic control measures. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

No equipment may be stored/parked on Right-of-Way within the construction site unless the following conditions are satisfied:

a) Equipment may only be stored/parked in parking lanes only. Only some streets have a parking lane.
b) Contractor has received approval from City Engineer to park/store equipment and flashing barricades are provided for each piece of equipment.
c) Equipment is parked/stored in a legal section. That is "parking/storage" is NOT allowed at the red curbs or restricted location.
d) Proper and appropriate safety measures meeting construction safety standards are met.

The Contractor and its crew shall purchase daily parking passes when using parking stalls outside construction work zone in downtown or where there is a parking meter. Such parking permits may be obtained from Downtown Operations/Parking Control at 619/667-1482. The construction zone shall not be arbitrarily extended to allow for personnel parking.

The lump sum price paid for traffic control and site safety shall include full compensation for furnishing the Traffic Control and Safety Plans, all labor (including flagging costs and persons[s] to safely control pedestrian and vehicular traffic), materials (including temporary and permanent striping and signs), tools, equipment and incidentals, and for doing all work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic controls system as specified in the Standard Specifications and these Special Provisions, and as directed by the City Engineer, and no additional compensation will be allowed therefor.

26. MOBILIZATION/DEMOBILIZATION

Mobilization shall be paid in 2 parts. 50% may be paid after the first day the contractor arrives on site, and the remaining 50% shall not be paid until the punch list is completed to the City's satisfaction.

Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all equipment; furnishing and erecting, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items:

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

The Contractor's attention is directed to the condition that no payment for mobilization or any part thereof, will be approved for payment under the contract until all mobilization items listed above have been completed as specified. Full compensation for any necessary mobilization required shall be considered as included in the prices paid for the lump sum bid price for Mobilization/Demobilization, and no additional compensation will be allowed therefore. The maximum Mobilization/Demobilization bid shall not exceed six percent (6%) of the total contract amounted submitted for the Bid Schedule.

Payment for this Bid Item shall be paid in two portions. At the beginning of the contract, 50% of this Bid Item shall be paid for Mobilization. After 100% of the contract is completed to the satisfaction of the City Engineer, including all punch list items, the remaining 50% of this Bid Item shall be paid for Demobilization.

Contractor shall re-notify the neighborhood at least 48 hrs in advance and obtain approved and valid TC permit prior to completing the punch list items if such items are not being addressed at the time of construction and deferred to later.

27. ADVANCE NOTICE:

The Contractor shall give advance notice in writing, of at least five (5) working days prior to commencement of work, to all property owners, residences and business centers affected by the construction of this project. Work shall not commence without providing the Engineer proof of advanced notification.

Contractor shall post and maintain No-Parking signs with the correct activity date and time for construction notification, paving notification, and/or work zone notification at least 72 hours in advance of commencement

of work. This notification shall apply to all construction work and re-notification of affected residences for work that has been suspended for at least fourteen (14) calendar days.

Contractor shall re-notify the neighborhood at least 72 hours in advance and obtain approved and valid TC permit prior to completing the punch list items if such items are not being addressed at the time of construction and are deferred to a later date.

28. PROPERTY ACCESS:

Contractor shall maintain access to businesses and private property during construction of the project. Property owners shall be notified two days in advance when access to their property will be limited. Skid-resistant plates may be used to maintain continuous access.

29. PAYMENT FOR ITEMS NOT INCLUDED IN THE PROPOSAL

Payment for any item not included in the proposal but required to be performed by the Contractor in accordance with either the plans or specifications, or performance of work according to industry standards, shall be considered to be included in the payment for other contract items of work and no separate payment will be allowed therefor.

30. ONE-YEAR GUARANTEE ADDED

In addition to guarantees required in General Conditions, all materials shall be guaranteed by Contractor for a period of one (1) year from the date of acceptance of work by City. Should any defects develop during this period in materials or faulty workmanship, the Contractor shall furnish all necessary labor and materials to correct defect, without any additional cost to City.

31. REMOVAL OF WATER

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

Contractor shall protect all work from winter rainfall events. No extra payments will be allowed for excessive drying and/or covering of work materials.

Disposal of water from de-watering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to, but is not limited to, the following regulations, Porter-Cologne Water Quality Control Act, 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

32. CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for reading, acknowledging, and if necessary signing, all associated appendices within the bid documents.

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SPECIAL NOTICE

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The bidder's attention is directed to the section entitled "Required Listing of Subcontractors" in Section 2 of the special provisions regarding the requirement that proposed subcontractors be listed in the bidder's proposal. All subcontractors are to be listed in the bid proposal for items of work or portions thereof to be subcontracted in excess of one-half of one percent of the total bid or $10,000, whichever is greater (SEE INSURANCE REQUIREMENT from Bid Form).

In the case where a bidder claims an inadvertent clerical error in listing subcontractors, a notice of the claim must be submitted to the Director of Public Works/City Engineer in writing within two working days after the time of the bid opening, and copies sent to the subcontractors involved.

In addition to the above requirement, all DB subcontractors shall be listed in the bid proposal.

NOTE: Certified DB bidders are required to meet the DB goal or have a good faith effort. They receive no credit toward the goal for their own DB status.

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LA MESA POLICE DEPARTMENT GARAGE DECK WATERPROOFING

SPECIAL PROVISIONS

PART 01 00 00 – GENERAL REQUIREMENTS

Part 1 shall conform to Part 1 of the Part 1 shall conform to Part 01 00 00 of the MasterFormat® CSI codes, and other standard specifications and standard drawing listed on the plans, except for the following changes and/or additions, and shall be performed in accordance with the 2025 California Building Code, California Code of Regulations, Title 24. In case of discrepancy, these special provisions shall take precedence. Copies of pertinent standard drawings are enclosed with these documents for the Contractor's convenience. However, this does not relieve the Contractor from obtaining appropriate drawings, if the standard drawing is not included. References to these various standards have been made in these special provisions. These references apply directly to the work the Contractor is to perform.

PART 1 - GENERAL REQUIREMENTS

01 00 00 General Requirements:

The CONTRACTOR shall provide all labor, materials, equipment, and incidentals for the work described within these Plans and Specifications. Payment for each bid item shall be included in the contract unit price or lump sum price shown on the Bidder's proposal. Measurement for payment of lump sum items will be based on the component parts listed in the Bid Items, as required in this specification. Payment for component parts will be based on the Schedule of Values approved by the City. The cost breakdown shall include quantities and items aggregating the Bid Item in payments during construction. All measurements of quantities shall be approved by the City. Payment for each bid item shall include full compensation for all labor, materials, tools, and equipment necessary to complete the work as shown on the Plans and Specifications and no additional compensation shall be allowed. This includes the cost of work not specifically listed in the Base Bid Schedule or Schedule of Values, but is necessary to

complete the project as described and shown in the Contract Documents. Work for which no separate payment has been provided will be considered a subsidiary obligation of the CONTRACTOR, and the cost therefore shall be included in the applicable contract price for the item to which the work applies. All measurements of work done will be made by the City or its representative.

01 31 19.33 Preinstallation Meetings: mid-job site walk coordination per deferred submittals

Contractor may attend an optional pre bid meeting, where a visit on site will be available to help the contractor assess requirement parameters for electrical work required outside of the scope of work area.

01 33 00 Submittal Procedures

Within a minimum of 10 days prior to anticipated construction, the Contractor shall submit all documentation pertaining to the materials and method of execution. The Engineer's approval is required prior to the committing of any materials or the commencement of any work. Submittal's required include:

- Traffic control, staging, and mobilizing plan
- Detailed Construction Schedule Plan (3 week look-ahead minimum)
- Resident/tenant notifications
- Certified payroll documents
- 72 hr. no parking signage

Traffic control shall be in place during application of D2 Concrete Deck parking stalls.

END OF PART ONE

PART 02 00 00 – EXISTING CONDITIONS

Part 2 shall conform to Part 02 00 00 of the MasterFormat® CSI codes, and other standard specifications and standard drawing listed on the plans, except for the following changes and/or additions, and shall be performed in accordance with the 2025 California Building Code, California Code of Regulations, Title 24. In case of discrepancy, these special provisions shall take precedence. Copies of pertinent standard drawings are enclosed with these documents for the Contractor's convenience. However, this does not relieve the Contractor from obtaining appropriate drawings, if the standard drawing is not included. References to these various standards have been made in these special provisions. These references apply directly to the work the Contractor is to perform.

PART 2

02 00 00 - Existing Conditions

02 00 00 Existing Conditions

02 41 00 Demolition

02 41 19.13 Selective Building Demolition

Removal of existing concrete patch from ground level outdoor parking lot stalls, removal of sidewalk at pedestrian ramp, removal of existing topical coating by scraping and bead blasting, and removal of pavers at building entrance as specified in details 1-7.

END OF PART TWO

PART 03 00 00 - CONCRETE

Part 2 shall conform to Part 03 00 00 of the MasterFormat® CSI codes, and other standard specifications and standard drawing listed on the plans, except for the following changes and/or additions, and shall be performed in accordance with the 2025 California Building Code, California Code of Regulations, Title 24. In case of discrepancy, these special provisions shall take precedence. Copies of pertinent standard drawings are enclosed with these documents for the Contractor's convenience. However, this does not relieve the Contractor from obtaining appropriate drawings, if the standard drawing is not included. References to these various standards have been made in these special provisions. These references apply directly to the work the Contractor is to perform.

PART 3

03 00 00 - CONCRETE

03 11 00 Concrete Forming

Concrete removal and restoration for waterproofing involving concrete removal for pedestrian sidewalk ramp at building entrance as specified in details 1-7 in plan set.

END OF PART THREE

PART 07 00 00 – THERMAL AND MOISTURE PROTECTION

Part 2 shall conform to Part 07 00 00 of the MasterFormat® CSI codes, and other standard specifications and standard drawing listed on the plans, except for the following changes and/or additions, and shall be performed in accordance with the 2025 California Building Code, California Code of Regulations, Title 24. In case of discrepancy, these special provisions shall take precedence. Copies of pertinent standard drawings are enclosed with these documents for the Contractor's convenience. However, this does not relieve the Contractor from obtaining appropriate drawings, if the standard drawing is not included. References to these various standards have been made in these special provisions. These references apply directly to the work the Contractor is to perform.

PART 7

07 00 00 - Existing Conditions

07 10 00 Dampproofing and Waterproofing

Waterproofing application over seven areas as specified in details 1-7 shown on plan set.

END OF PART SEVEN

LA MESA POLICE DEPARTMENT GARAGE DECK WATERPROOFING

APPENDIX A

STATE WAGE RATES

(ATTACHED)