



*CITY OF SAN DIMAS
DEPARTMENT OF PARKS AND RECREATION
SAN DIMAS, CA 91773*

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

CONSTRUCTION CONTRACT NO. 2024-11

HORSETHIEF CANYON PARK SOCCER FIELD RENOVATION

BID OPENING DATE: TUESDAY, OCTOBER 8, 2024

BID TIME: 11:00 A.M.

Please direct questions or comments to:

**Steven Farmer
Landscape Manager
CITY OF SAN DIMAS
245 E. BONITA AVENUE
SAN DIMAS, CA 91773
(909) 394-6230**



CONSTRUCTION CONTRACT NO. 2024-11

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**CITY OF SAN DIMAS
NOTICE INVITING SEALED BIDS
CONSTRUCTION CONTRACT NO. 2024-11**

BIDS MUST BE RECEIVED ON OR BEFORE: TUESDAY, OCTOBER 8, 2024 at 11:00 a.m.

BIDS WILL BE OPENED ON: TUESDAY, OCTOBER 8, 2024 at 11:00 a.m.

PLACE OF BID RECEIPT: Office of the City Clerk, City Hall,
245 East, Bonita Avenue, San Dimas, California 91773

PROJECT IDENTIFICATION NAME: HORSETHIEF CANYON PARK SOCCER FIELD RENOVATION
CONSTRUCTION CONTRACT NO. 2024-11

NOTICE IS HEREBY GIVEN that the City of San Dimas, County of Los Angeles, California, will receive up to, but not later than, the time set forth above sealed contract bids for the award of a contract for the above project. All bids shall be made on the form furnished by the City and shall be opened and publicly read aloud at the above-stated time in the Office of the City Clerk of the City of San Dimas, City Hall.

DESCRIPTION OF WORK: The Horsethief Canyon Park Soccer Field Renovation includes: sod cut and remove the entire soccer field, survey the field using a laser to verify field elevations ensuring surface drainage, import compatible topsoil/sand as necessary to bring field to grade (the soil imported is to be compacted and laser leveled), install new GN-1 hybrid Bermuda sod, roll the field, and apply started fertilizer to expedite sod establishment.

OBTAINING CONTRACT DOCUMENTS: Contract documents, may be obtained online at Sandimasca.gov or by contacting Parks and Recreation Department at 909-394-6230.

Each bid shall be accompanied by bid security referred to in the contract documents and by a list of proposed subcontractors. Evidence of insurance, a performance bond, and a labor and materials bond as specified in the contract documents will be required prior to execution of the contract.

Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the Department of Public Works, and copies will be made available to any interested party on request. The contractor to whom the contract is awarded, and the subcontractors under him, must pay not less than these rates for this area to all workers employed in the execution of the contract.

At the time of the award of the contract, the successful bidder shall possess a Class "A," "B," "C-12" (Earthwork and Paving) or "C-27" (Landscaping) contractor's license. Only a contractor registered with the Department of Industrial Relations ("DIR") to bid on public works contracts in California shall be permitted to submit a bid. Furthermore, only subcontractors registered with the DIR to bid on public works contracts in California shall be permitted to perform work or labor or render service under subcontract to the subject contractor, or be listed on the bid. Further, the project is subject to compliance monitoring and enforcement by the DIR.

In accordance with Public Contract Code section 22300, the bidder who is awarded the contract may substitute securities for retention moneys withheld by a public agency to ensure performance under this contract. The procedure and requirements for substituting said securities is set forth in Public Contract Code section 22300 which is incorporated by this reference as set forth herein.

The City reserves the right to reject any or all bids and to waive any irregularities or informalities in any bid or in the bidding and to make awards in the interest of the City. No bidder may withdraw his bid for a period of ninety (90) calendar days after the opening of bids.

Each bidder is hereby notified of a mandatory pre-bid meeting for this project on Thursday September 26, 2024 at 11:00am. Only bids from attendees at the mandatory meeting will be considered.

CITY OF SAN DIMAS

SPECIAL PROVISIONS

SP-1 STANDARD SPECIFICATIONS AND GENERAL PROVISIONS

The Standard Specifications and General Provisions for the construction materials and construction methods as set forth in the "Standard Specifications for Public Works Construction," 2012 Edition and the "State of California Department of Transportation Standard Specifications," May, 2010 Edition, shall be the Standard Specifications and General Provisions for all the Work to be done and the provisions of the Contract for the Work. In case of conflict between the Standard Specifications, the General Provisions, and these Special Provisions, the Special Provisions shall take precedence over and prevail over such conflicting portions.

SP-2 DEFINITIONS

The terms, whenever appearing in these Specifications, shall be interpreted to mean as follows:

"Board"	The City Council of the City of San Dimas
"City"	The City of San Dimas, California
"City Attorney"	The City Attorney of the City of San Dimas
"City Engineer"	Authorized personnel of the City of San Dimas
"City Council"	The City Council of the City of San Dimas
"Contract"	The Contract and Contract Documents
"Contract Documents"	The plans, specifications, special conditions, and any other related documents or addenda for the Work.
"Contractor"	The Contractor bidding on the Work
"State"	The State Department of Transportation
"Work"	The Work or Improvement

SP-3 TIME LIMIT

The Contractor undertaking this project must return the executed Contract Documents within Ten (10) calendar days of the City Council award date, and to commence work within Ten (10) calendar days from Notice to Proceed. The Contractor will have forty-five (45) working days to complete the project.

The working hours shall be from 7:00 am until 5:00 pm Monday through Friday excluding Holidays unless otherwise approved by the Landscape Maintenance Manager.

The City Council will not authorize any of the Work to be done under these specifications before the Contract has been signed, and any of the Work that is done by the Contractor in advance of such time shall be considered as being done at its own risk, and on its own responsibility, and as a consequence, will be subject to rejection having been done without the presence of the City Engineer or Inspector appointed by the City Engineer.

SP-4 CONTRACTOR'S RESPONSIBILITY

A. SUPERINTENDENCE

Whenever the Contractor is not present on any part of the Work where direction is needed, orders given by the City Engineer shall be received and obeyed by the superintendent or foreman or authorized representative who may be in charge of the Work. Any order given by the City Engineer, not otherwise required to be in writing by the specifications will, on request of the Contractor, be given or confirmed in writing. An authorized representative of the Contractor shall be at the work site during working hours.

B. CHARACTER OF WORKMEN

All superintendents and foreman shall be English-speaking. Any superintendent, foreman, laborer, or other person employed on the Work by the Contractor who fails or refuses to perform the Work in the manner specified herein shall be discharged immediately, and such person shall not again be employed on the Work. Upon written notification, the Contractor or any subcontractor shall discharge any person who is in the opinion of the City Engineer incompetent, disorderly, unfaithful, or otherwise unsatisfactory. Such discharge shall not be the basis of any claim for compensation or damage against the City or any of its officers.

SP-5 CITY ENGINEER AND CITY ENGINEER'S RESPONSIBILITY

Whenever in these specifications, or in other contract documents, where these specifications govern, the term, "City Engineer", shall mean authorized personnel of the City of San Dimas.

The City Engineer shall have the general supervision and direction of the Work. He has authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall have authority to reject any work or materials which do not conform to the Contract Documents, to direct the application of work forces to such portions of the Work as in his judgment is required, to order the work force increased or diminished, to direct the sequence of the Work, and to decide questions which arise in the execution of the Work.

The City Engineer shall provide inspection for all the Work to be performed under the Contract. All materials and the Work shall be performed only in the presence of the City Engineer or his authorized inspector, and any Work done in the absence of the City Engineer or his authorized inspector shall be subject to rejection. The Contractor shall notify the City Engineer forty-eight (48) hours in advance of any Work to be done, in order that inspection services may be provided.

SP-6 INSURANCE REQUIREMENTS

Before execution of the Contract, during the entire period of the Contract, and for periods after the end of the Contract, the Contractor shall have in place all of the insurance coverage required in this section. The Contractor's insurance shall comply with all items specified by the Contract. Any subcontractors shall be subject to all of the requirements of this section, and the Contractor shall be responsible to obtain evidence of insurance from each subcontractor.

A. INSURER REQUIREMENTS

All insurance policies used to satisfy these requirements shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's ratings of not less than A: VII unless otherwise approved by the City.

B. COVERAGE'S, LIMITS AND POLICY REQUIREMENTS

The Contractor shall maintain the types of coverage's and limits as stated:

1. Commercial General Liability Insurance Commercial General Liability Insurance occurrence form, including all coverage's provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting the City. The limit for all coverages under this policy shall be no less than \$2,000,000 per occurrence. The City, its employees, officials and agents shall be added as an additional insured by endorsements to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, nonrenewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by the City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that this policy is primary for any claim arising out of the Work performed under the Contract.
2. Commercial Automobile Liability Insurance Commercial Automobile Liability Insurance including all coverage's provided by and to the extent afforded by Insurance Services Office Form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the City. The limit for bodily injury and property damage liability shall be no less than \$2,000,000 per accident. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with or invalidated by the existence of any insurance, selfinsurance or other risk financing program maintained by the City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that this policy is primary for any claim arising out of the Work performed under the Contract.
3. Workers' Compensation Insurance Workers' Compensation Insurance shall meet all statutory benefit requirements of the Labor Code of the State of California. Employers Liability Insurance with a minimum limit of \$1,000,000 per claim. The policy shall contain or be endorsed to include a waiver of subrogation in favor of the City.

C. ADDITIONAL INSURED

The Los Angeles County Regional Park and Open Space District ("District") shall be named as additional insured on all commercial general liability policies. Said insurance must require that the City and the District be given thirty (30) days advance written notice of any modification or cancellation of said insurance.

D. ADDITIONAL REQUIREMENTS

The procuring of such required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of the Contract. There shall be no recourse against the City for payment of insurance premiums or other related costs. The City shall notify the Contractor in writing of changes in the insurance requirements. If the Contractor does not deposit, within sixty (60) days of receipt of such notice,

copies of acceptable insurance policies incorporating the changes with the City, the Contractor shall be deemed in default under the Contract.

Any deductibles or self-insured retentions must be declared to and approved by the City. Any deductible exceeding an amount acceptable to the City shall be subject to the following changes:

1. The insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees and agents (with additional premium, if any to be paid by the Contractor); or
2. The Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

E. VERIFICATION OF COMPLIANCE

The Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this section, the Contractor shall deliver to the City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium, or accompanied by other proof of payment satisfactory to the City.

SP-7 **PROGRESS PAYMENTS**

Progress payments will be made in accordance with Section 9-3 of the Standard Specifications. The City shall retain five (5) percent of each progress payment to the Contractor in order to ensure performance under the Contract. Upon written claim by the Contractor submitted to the City Engineer on or before the twenty-fifth (25) day of each month during which the Work is under construction, the City Engineer will make an approximate measurement of the Work performed to that date and recommend to the City a progress payment to be paid for the Work completed. All requests for Payment shall be submitted on a City provided template. Payment will be made to the Contractor on or about the fifteenth (15) day of the month following completion of each estimate period. No payment shall be made or required to be made when, in the judgment of the City Engineer, the Work is not proceeding in accordance with the Contract.

A. SUBSTITUTION OF SECURITIES FOR MONIES WITHHELD TO ASSURE PERFORMANCE AND PAY EARNED RETENTIONS DIRECTLY TO AN ESCROW AGENT

In accordance with California Public Contract Code, Section 22300, the Contractor may request permission to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. The following shall control if either option is requested by the Contractor:

1. Substitution of Securities for Performance Retention At some reasonable time before any progress payments would otherwise be due and payable to the Contractor in the performance of the Work under the Contract, the Contractor may submit a request in

writing to the City requesting permission to substitute retentions with securities equivalent to the estimated amount of retention ("Estimated Retention") to be withheld by the City. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a state or federally chartered bank in California, as the escrow agent, and at the Contractor's expense. Such securities will be equivalent or greater than the Estimated Retention. If on or after the date the securities are to be deposited: (a) the Contract is modified, by written modification, change order or otherwise, resulting in the Contractor being entitled to receive an amount more than the estimated Contract amount; and/or (b) the City, by a reservation of rights and at its sole discretion and upon advise of the City Attorney, determine that the amount of the securities on deposit, are not equal to or greater than the Estimated Retention, the Contractor shall within a reasonable time, upon the request of the City, deposit additional securities, so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of Estimated Retention. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor.

2. Deposit of Retention Proceeds with an Escrow Agent As an alternative to the substitution of securities, as provided in (A)(1) above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in paragraph (A)(1) above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in paragraph (A)(3) below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest, and payments deposited into escrow pursuant to the terms of this section. The Contractor shall pay to each subcontractor, not later than twenty (20) days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount withheld to insure performance of the Contractor.
3. Securities eligible for investment Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.
4. Escrow Agreement for security deposits in lieu of retention The Escrow Agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in California Public Contract Code Section 22300(e).
5. Inconsistencies with prevailing statutory requirements If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

B. RELEASE OF RETENTION PROCEEDS:

Retention proceeds withheld by the City, or by the Contractor from any subcontractor shall be governed by California Public Contract Code, Section 7107. Within sixty (60) days after the date of completion of the Work covered by the Contract, the retention withheld from the Contractor shall be released, unless the City decides to continue to withhold such proceeds, as provided for within the Contract. In the event of a dispute between the Contractor and the City involving the Work, the City may withhold an amount from the retention payment that shall not exceed 150 percent (150%) of the estimated value of the disputed amount from final payment to the Contractor. The date of completion of the Work shall mean any of the following:

1. The occupation, beneficial use, and enjoyment of the Work by the City, excluding any operation only for testing, startup, or commissioning, by the City, or its agent, accompanied by cessation of labor on the Work;
2. The acceptance by the City, or its agent, of the Work;
3. After the commencement of the Work, a cessation of labor on the Work for a continuous period of one-hundred (100) days or more, due to factors beyond the control of the Contractor; or
4. After the commencement of the Work, a cessation of labor on the Work for a continuous period of thirty (30) days or more, if the City files and records a "Notice of Cessation" or "Notice of Completion" with the Los Angeles County Recorder's Office.

The Contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the Contractor and the subcontractor. Otherwise, payment must be made within ten (10) days from the time that any retention proceeds are received by the Contractor. The amount withheld from the retention payment shall not exceed 150 percent (150%) of the estimated value of the disputed amount. In the event retention payments are not made within the required time periods, the City or the Contractor withholding the unpaid amounts shall be subject to a charge of two percent (2%) per month on any improperly withheld amounts in lieu of interest otherwise due. In any action for the collection of funds improperly withheld, the prevailing party shall be entitled to attorney's fees and costs.

SP-8 **LIQUIDATED DAMAGES**

Liquidated damages will be assessed in accordance with Section 6-9 of the Standard Specifications. Progress payments made by the City after the scheduled completion date does not constitute a waiver of liquidated damages.

SP-9 **DISPUTE RESOLUTION**

Section 20104 et seq. of the California Public Contract Code prescribes a process for utilizing informal conferences, nonbinding judicially supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. In the case of a dispute between the Contractor and the City in regards to this Contract, the requirements of Section 20104 et seq. of the California Public Contract Code shall apply.

SP-10 **PROTECTION OF WORK AND MATERIALS**

In addition to the requirements of Section 4-1.2 of the Standard Specifications, the Contractor shall be responsible for the protection of the Work until it has been inspected and accepted by the City Engineer. Any Work damaged or destroyed prior to acceptance of the Work shall be replaced at the Contractor's expense and to the satisfaction of the City Engineer. This requirement pertains to all sections of the Contract.

The Contractor's attention is directed to Section 7105 of the Public Contract Code of the State of California prohibiting assignment of responsibility to the Contractor for repairing work damaged by an act of God, in excess of 5% of the contracted amount, provided that the Work damaged is built in accordance with accepted and applicable building standards, and the plans and specifications of the City.

SP-11 **SOUND CONTROL REQUIREMENTS**

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed by the Contractor. The noise level from the Contractor's operation, between the hours of 8:00 p.m. to 7:00 a.m., shall not exceed 86 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level. Said noise level requirement shall apply to all equipment for the Work or related to the Work, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. No internal combustion engine shall be operated on the project without a muffler. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

SP-12 **TRAFFIC CONTROL**A. **PUBLIC CONVENIENCE**

At least three (3) calendar days prior to commencing work, the Contractor shall submit a construction schedule to the City for approval. Based on the construction schedule, the Contractor will notify residents, and businesses of the Work and post temporary "NO PARKING" signs at no cost to the City. Signs may be attached to existing poles or street light standards, but when necessary the Contractor shall furnish posts. The "NO PARKING" signs shall be placed **not less than twenty-four (24) hours prior to performing the Work**; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the City Engineer **at least forty-eight (48) hours prior to the Work**.

B. **PROTECTION OF WORK AND PUBLIC**

The Contractor shall take all necessary measures to protect the Work and prevent accidents during any and all phases of the Work. The Contractor shall repair all damaged to the Work as a result of vandalism (i.e. vehicle tracks, footprints, writing, spilt asphalt etc.) If deemed necessary by the City, the Contractor shall repair the damaged area in accordance with these special provisions.

C. **CONSTRUCTION SIGNING**

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the California Manual of Uniform Traffic Control Devices (CA

M.U.T.C.D.). The traffic control system shall be installed prior to starting the Work and shall not be removed until all the Work has been completed.

SP-13 EXISTING UTILITIES

Facilities of individuals or entities known to have utilities in the Work area are shown on the plans in their approximate location, in those Work areas where conflict is anticipated; however, not all the locations of subsurface utilities are shown on the plans. It is the Contractor’s responsibility to ascertain and determine, at his own risk, the true location of all facilities and utilities in the Work area. The following is a list of individuals or entities which may have facilities or utilities in the Work area. This list is merely informational for the Contractor and may or may not be complete or inclusive:

Sanitary Sewers/Storm Drain	City of San Dimas L.A. County Department of Public Works L.A. County Sanitation District
Water	Golden State Water Co. Metropolitan Water District
Gas	Southern California Gas Company
Electricity	Southern California Edison
Telephone	AT&T Sprint Verizon/Frontier
Transit	MTA/SCRRA Foothill Transit
Underground Cable Television	Spectrum
<u>Underground Service Alert Members</u>	<u>(800) 422-4133</u>

SP-14 HIGHWAY CONSTRUCTION PERMIT

Pursuant to the authority contained in Section 591 of the State of California Vehicle Code, the City has determined that, within such areas as are within the limits of the Work and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 of said code which does not relieve any person from the duty of exercising due care. The Contractor shall take all necessary precautions for the safe operation of his equipment and the protection of the public from injury and damage from such equipment.

SP-15 BEST MANAGEMENT PRACTICES

In compliance with the Federal Clean Water Act, the Contractor will be required to implement Best Management Practices (“BMPs”) to prevent and control the entry of pollutants of non-storm water runoff into the City’s storm drain system. The Contractor is hereby advised that the City has adopted

Ordinance No. 1017 to regulate Urban Runoff Pollution. The Contractor is further advised that the City has established BMPs to be employed at construction sites, and also has available for the Contractor copies of, "Blueprint for a Clean Ocean," published by the County of Los Angeles, Department of Public Works, an introductory guide to stormwater quality control on construction sites, which contains several principles and techniques that can be used to help prevent stormwater pollution.

INSTRUCTIONS TO BIDDERS

IB-1 SECURING DOCUMENTS

The Contract Documents are available for examination without charge in the Parks and Recreation Department, and copies may be obtained from the Parks and Recreation Department in the manner specified in the "Notice Inviting Bids."

IB-2 EXAMINATION OF PLANS, SPECIFICATIONS & SITE OF WORK

The bidder is required to carefully examine the plans, specifications, and the Work site. It will be assumed that the bidder has investigated and is satisfied as to:

- A. The conditions to be encountered, including all installations and utilities, whether underground, surface, or overhead;
- B. The character, quality, and quantities of work to be performed and materials to be furnished; and
- C. The requirements of the plans, the specifications, the special provisions, and the Contract.

It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

Each bidder is hereby notified of a mandatory pre-bid meeting at Horsethief Canyon Park, 301 Horsethief Canyon Park Road, San Dimas, on Thursday September 26, 2024, at 11:00 a.m.

All questions or comments regarding this project shall be submitted via email to sfarmer@sandimasca.gov and shall be received by 4:00 PM, Monday, September 30, 2024. Responses will be returned to bidders by end of business day on Thursday, October 3, 2024.

The plans (Appendix B) show conditions as they are believed to exist, but the Contractor is not to infer that all of the conditions as shown actually existent, nor shall the City or any of its officers be liable for any loss sustained by the Contractor as a result of any variance between conditions shown on the plans and actual conditions revealed during examination or progress of the Work.

IB-3 INTERPRETATION OF DRAWINGS AND DOCUMENTS

If any bidder finds discrepancies in, or omissions from the plans, specifications, the special provisions or other proposed Contract Documents, or if the bidder should be in doubt as to the true meaning of any part of the Work, they shall at once make a written request to the City Engineer for correction, clarification, or interpretation of the point(s) in question. The person submitting such request shall be responsible for its prompt delivery. Requests for clarification, interpretation or correction must be received a minimum of 2 business days prior to the bid opening in order to allow time for a written response from the City.

In the event that the City Engineer receives such a request, and it should be found that certain essential information is not clearly and fully set forth, or if the City Engineer discovers errors, omissions, or points requiring clarification in the plans, specifications, special provisions, or other related Contract Documents, a written addendum will be mailed to each person to whom a set of Contract Documents

has been delivered. The City Council will not be responsible for any instructions, explanations, or interpretations of the Contract Documents presented to bidder in any manner other than by written addendum.

IB-4 ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be and are made a part of the Contract Documents, and shall be returned with them. Before submitting their bid, each bidder shall be responsible to discover whether or not any addenda have been issued, and the bidder's failure to include any such addenda issued shall render their bid informal, and result in its rejection.

IB-5 BID PROPOSALS

The Contractor shall submit a bid proposal for the Work in accordance with the Bidder's Proposal included in these specifications. For each subcategory of Work as set forth in the Bidder's Proposal, all bidders are to provide a subtotal for such work by multiplying the given estimated quantities of Work, as indicated in the Bidder's Proposal, by the unit prices as submitted by the bidders. In the case of a math error whereby the subtotal for any such work does not equal the quantity of work times the provided unit price, the unit price shall prevail and bids will be computed based upon the unit price and compared on the basis of the corrected subtotals. The award will be made to the lowest responsible bidder based on the "Total Base Bid", as may be corrected and adjusted by the City as set forth herein.

IB-6 LICENSING OF CONTRACTORS

Before submitting any proposal, ALL persons, firms, partnerships or corporations shall be licensed in accordance with the provisions of Chapter 9 of Division 111, Business and Professions Code of the State of California, and any applicable ordinances of the City. For this project, the Contractor will be required to possess a "A" General Engineering, or a "B" General Building, or a "C-12" Earthwork and Paving, or a "C-27" Landscaping Contractor's License. It is a misdemeanor for any unlicensed person to submit a bid in response to this invitation in the capacity of a Contractor (See Section 7028.15 of the Business and Professions Code of the State of California).

IB-7 PERMITS AND LICENSES

The Contractor and each of its subcontractors will be required to obtain a City of San Dimas business license to operate in the City.

IB-8 TAXES

No mention shall be made of sales tax or use tax, as all bid prices submitted will be considered as including such tax.

IB-9 PROPOSALS

Before a bid will be considered, the bid must be made in accordance with the following instructions:

1. Bids shall be made upon the forms attached herein; all bid items shall be properly filled out; numbers shall be stated both in words and in figures, and the signatures of all persons signing shall be in longhand. If there is a conflict in the words and the figures,

the words shall govern. Should it be necessary to remove any of the bid document pages for typing the proposal, etc., they shall be reassembled and attached either by ring binder or by stapling together, and submitted.

2. All prices and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out, and corrections typed or written with ink adjacent thereto, and must be initialed in ink by the person or persons signing the bid.
3. Any proposal which, in the opinion of the City Council, is so unbalanced between the various Contract items so as to be detrimental to the best interest of the City will be rejected.
4. Bids shall not contain any recapitulation of the Work to be done. No oral, telegraphic, or telephonic proposals of modifications will be considered.
5. Each bidder shall list his proposed subcontractors on the form accompanying the proposal in accordance with the provisions of the specifications.
6. Each bidder shall furnish a statement of his technical ability, experience in building athletic fields, and references properly and fully filled out on the form provided.
7. The City Council may require any bidder to furnish a statement of his financial responsibility.
8. Each bidder must accompany their bid with either a Cashier's Check, upon some responsible bank, or a check upon such bank properly certified, or by a corporate Surety Bond meeting the requirements of Section 2-4 of the Standard Specifications, payable to the City of San Dimas for a sum of not less than ten (10) percent of the aggregate sum of the bid, which check or bond and the monies represented thereby shall be held by the city as a guarantee that the bidder, if awarded the Contract, will, in good faith, enter into such Contract and furnish the required bonds. The bidder agrees that, in case of his refusal or failure to execute the Contract and give the bonds within time limit set herein, after written notice that the Contract has been awarded to the bidder for the Work, such check or bonds and the money represented thereby, shall remain the property of the City. The surety will pay to the City the damages which the City may suffer by reason of the bidder's failure, not exceeding the sum of ten (10) percent of the amount of the bid. A bid received and not accompanied by such Cashier's or Certified check, or approved bond shall be rejected.
9. Bids shall be delivered to the City Clerk, in the City Hall, on or before the day and hour set for the opening of bids, in the "Notice Inviting Bids," which bids shall be enclosed in a sealed envelope, and bearing the title of the Work and the name of the bidder.

IB-10 DISQUALIFICATION OF BIDDERS

No person, firm or corporation shall be allowed to make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a bid in his own behalf.

IB-11 WITHDRAWAL OF BID

Any bidder may withdraw their bid in person or by written request at any time prior to the scheduled closing time for receipt of bids.

IB-12 OPENING OF BID PROPOSALS

The City Clerk will in open session publicly open, examine, and declare the bids at the time set forth in the "Notice Inviting Bids." Bidder or their authorized representatives are invited to be present.

IB-13 AWARD OF CONTRACT OR REJECTION OF BIDS

The Contract for the Work will be awarded to the lowest responsible bidder complying with these instructions and with the "Notice Inviting Bids." The City Council, however, reserves the right to reject any and all bids, and to waive any informality in the bids received. The City Council also reserves the right to withhold award for a period not to exceed ninety (90) days from the date the bids are received by the City Clerk of the City as specified in the "Notice Inviting Bids."

IB-13.1 BID PROTESTS

To be considered, a bid protest must be filed in writing within 3 business days of the bid opening. Only a contractor who has submitted a bid on the project may file a bid protest. The following items must be included in the bid protest:

1. The bid protest must be submitted in writing and signed by a legally authorized representative of the protesting company.
2. The bid protest must be sent or delivered to the attention of the City of San Dimas City Clerk at 245 E Bonita Ave, San Dimas, CA 91773.
3. The written bid protest must be received at the City no later than 3 business days after the bid opening.
4. The envelope containing the bid protest must reference "BID PROTEST" and the project name on the envelope.
5. A substantive description of the basis for the protest must be detailed in the written protest letter.

The City will review the Bid Protest and determine what further action is required.

IB-14 WORKMEN AND WAGES

Attention is specifically directed to all provisions of the Labor Code of the State of California with regard to workmen and wages. Wages shall be not less than the prevailing wage rates as determined by the City pursuant to the Labor Code.

The Contractor's attention is directed to the provisions California Labor Code Section 1775 whereby a Contractor shall, as a penalty to the City, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the City Engineer for the Work or craft in which the laborer, workman or mechanic is employed for any public work done under the Contract by them or by any subcontractor under them.

The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of

prevailing wages, or the previous record of the Contractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 with limited exceptions for bid purposes only under Labor Code section 1771.1 (a). Additionally, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

IB-15 EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to the provisions in Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code of the State of California concerning the employment of apprentices by the Contractor or any subcontractor under them.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five, except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate; or
2. When the number of apprentices in training in the area exceeds a ratio of one to five; or
3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
4. When the Contractor provides evidence that they employ registered apprentices on all of their contracts of an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if they employ registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor, of any subcontractor under them, shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

IB-16 NON-DISCRIMINATION IN EMPLOYMENT

In accordance with California Labor Code Section 1735, the Contractor shall not discriminate in the employment of persons engaged to perform the Work covered by the Contract because of race, religious creed, color, nation of origin, ancestry, physical disability, mental disability, medical condition, marital status or sex of such person, except as provided for in Section 12940 of the Government Code of the State of California. If the Contractor is found to be in violation of Section 1735 while in

performance of the Work, the Contractor shall be subject to all penalties imposed in Part VII, Chapter 1 of the California Labor Code and deemed to be in material breach of the Contract.

IB-17 EXECUTION OF CONTRACT DOCUMENTS

The Contract, in the form contained in the Contract Documents, shall be signed by the successful bidder and returned, together with a Performance Bond and a Material Bond as set forth below, within fourteen (14) calendar days after the written notice that said Contract has been awarded to him for the Work. No proposal shall be considered binding upon the City until the execution of the Contract, and the filing of the required bonds.

The Performance Bond shall be equal to one hundred percent of the Contract price and is to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The Performance Bond will remain in effect until the end of all warranty periods set forth in the Contract.

The Material and Labor bond shall be equal to one hundred percent of the Contract price and is to satisfy claims for materials, suppliers, and mechanics and laborers employed by the Contractor for this project. The Material and Labor Bond shall be maintained in full force and effect until the Work is accepted by the City and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

Failure to execute the Contract and to file bonds as provided herein within fourteen (14) calendar days after notification of award by the City shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

IB-18 RETURN OF BIDDER'S GUARANTEES

Proposal guarantees will be held until the Contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany. The notice to bidders, proposals, bonds, instructions to bidders, general provisions, and detailed specifications shall be deemed incorporated in the Contract by reference.

Upon refusal or failure of the successful bidder to execute the Contract, the City may award the Contract to the next lowest responsible bidder. If the City awards the Contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City to the difference between the low bid and the next lowest bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used.

IB-19 EXTRA WORK AND TIME AND MATERIAL

All Extra Work claims shall be submitted in the format provided in Appendix C. Any item considered to be extra work must be reported to the City immediately. Work will not be considered as an Extra Work item unless the city is immediately notified (within 10 minutes of encountering the extra work condition) and the report form in appendix C is completed and filed within 24 hours of encountering the extra work. Submittal of false claims is punishable by State law and in addition, the contractor shall reimburse the City for all employee costs and other fees spent on researching and reconciling the false claim.

All equipment used for extra work items will be paid at the current Caltrans Equipment rates. Labor surcharge will be paid at Caltrans rates. Submittal of this bid proposal is agreement to these conditions.

A. Work by Contractor

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

- | | | |
|----|------------------------------|-----|
| 1) | Labor | 15% |
| 2) | Materials | 15% |
| 3) | Equipment Rental | 15% |
| 4) | Other Items and Expenditures | 15% |

B. Work by Subcontractor

When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on the Work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

CONSTRUCTION CONTRACT NO. 2024-11

HORSETHIEF CANYON PARK SOCCER FIELD RENOVATION

DESCRIPTION OF BID ITEMS

BID ITEM 1: MOBILIZATION AND PUBLIC SAFETY MEASURES (LS)

The work included in this item shall consist of all work described in Subsection 017800, "Mobilization" of the Standard Specifications for Public Works Construction. This Bid Item shall also include, but not be limited to procurement and mobilization of all construction equipment, personnel, construction office, and approved construction staging area.

This Bid Item shall also include, but not be limited to any and all Public Safety measures as outlined in Section SP-12, Traffic Control of the Special Provisions.

BID ITEM 2: SODCUT AND FIELD REMOVAL

This Bid Item shall include, but not limited to material, equipment, and labor necessary to sod cut and remove the entire soccer field. The work included in this item shall consist of site clearing described in Subsection 311000, "Site Clearing".

BID ITEM 3: FIELD SURVEY (LS)

This Bid Item shall include, but not limited to material, equipment, and labor necessary to survey the infield using laser to verify field elevations to ensure surface drainage.

BID ITEM 4: TOPSOIL PLACEMENT

The work included in this item shall consist of all the work described in Section 800-801 Landscaping Materials and Installation of the Standard Specifications for Public Works Construction. This Bid Item shall also include, but not limited to material, equipment, and labor necessary to import and grade compatible topsoil/sand as necessary to bring the field to grade. The soil import must be incorporated, compacted and laser leveled.

BID ITEM 5: GN-1 SOD PLUS INSTALLATION

The work included in this item shall consist of all the work described in Section 800-801 Landscaping Materials and Installation of the Standard Specifications for Public Works Construction. This Bid Item shall also include, but not limited to material, equipment, and labor necessary to provide new GN-1 Hybrid Bermuda Sod (large roll) and installation thereof.

BID ITEM 6: SOD ESTABLISHMENT (LS)

The work included in this item shall consist of all the work necessary including, but not limited to material, equipment, and labor necessary to roll the field & apply a starter fertilizer to expedite sod establishment.



CONSTRUCTION CONTRACT NO. 2024-11

**HORSETHIEF CANYON PARK
SOCCER FIELD RENOVATION**

BIDDER’S PROPOSAL

TO THE SAN DIMAS CITY COUNCIL

The undersigned, as bidder, declares that this proposal is made without collusion with any other person, firm, or corporation; and that the only person or parties interested as principles are those named herein; that he has not accepted any bid from any subcontractor or materialman through any bid depository, the by-laws, rules, or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman which is not processed through said bid depository, or which prevents any subcontractor or materialman from bidding to any Contractor who does not use the facilities of, or accept bids from or through such bid depository; and having carefully examined the site of the proposed work and plans and specifications, therefore, as well as the “Notice Inviting Bids,” all motions by the City Council pertaining thereto, and the proposed Contract, and The Contractor from considering any bid from any subcontractor or materialman which having informed himself fully in regard to the contemplated work, proposes and agrees in the event of the acceptance hereof, to enter into a Contract with the City Council of the City of San Dimas, to perform said proposed work in accordance with the terms of said Contract, and to furnish or provide all material, equipment, labor, tools, apparatus, and other means necessary so to do in accordance with the terms and provisions of said Contract, to wit:

HORSETHIEF CANYON PARK SOCCER FIELD RENOVATION

Contractor is Responsible to Verify Quantities On Site.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization & Public Safety Measures	1	LS	\$	\$
2	Sod Cut, Remove Entire Field, Site Clearing	74,000	SQFT	\$	\$
3	Field Survey	1	LS	\$	\$
4	Topsoil Placement & Leveling	1,370 (est)	CUYD		
5	Provide & Install New GN-1 Hybrid Bermuda Sod (Large Roll)	74,000	SQFT	\$	\$
6	Sod Establishment	1	LS	\$	\$
TOTAL ALL BID ITEMS					\$

TOTAL BID, IN WORDS: _____
_____ **DOLLARS**

NOTE: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid. Except where a lump sum is requested, in the case of a variation between the unit price and the total(s) shown by the bidder, the unit price will be used to calculate the total for the item based on the number of units involved in the item.

Upon completion of the construction, if the actual quantities show either an increase or decrease from the quantities given in the Proposal Bid Sheet(s), the Contract Unit Price will prevail. Increases or decreases in quantities shall not be subject to Section 3-2.2.1 of the Standard Specifications. Full compensation to be paid will be the contract price for the actual work completed, and no additional compensation will be allowed therefore. Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract, this includes rejected material not unloaded from vehicles.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: (___) _____ **EMAIL:** _____

SUBMITTED BY (PRINT):

SUBMITTED BY (SIGN):

STATE CONTRACTOR'S LICENSE NO. _____ **CLASS** _____

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION NO. _____



CONSTRUCTION CONTRACT NO. 2024-11

HORSETHIEF CANYON PARK SOCCER FIELD RENOVATION

BIDDER'S SECURITY

Bids will be received until **11:00 AM on Tuesday, October 8, 2024** at the office of the City Clerk, in the City Hall, 245 East Bonita Avenue, San Dimas, California.

To the Honorable City Council
City Hall
San Dimas, CA 91773

Gentlemen:

The undersigned hereby proposes and agrees to furnish all of the material, labor, equipment, transportation and services for the construction and completion of the Work listed herein, and in strict conformity with the plans, specifications, and other Contract Documents on file at the office of the City Council in the City Hall, 245 East Bonita Avenue, San Dimas, California, at the total sums listed below.

If awarded the Contract, the undersigned hereby agrees to sign said Contract and furnish the necessary bonds within fourteen (14) calendar days after notice of award of the Contract, begin work within ten (10) calendar days after issuance the notice to proceed, and complete the same within **forty-five (45)** working days after starting the Work.

The undersigned has checked carefully all of the prices quoted, and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up his bid proposal.

Attached please find the Bidder's Surety Bond or Certified Check, for an amount, which is not less than ten (10) percent of the total amount of this bid.

BIDDER: _____

BY: _____
(Signature of Person Authorized to Sign for the Bidder)

(Print Name)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of San Dimas, State of California (hereinafter called "City"), in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above-named, submitted by said Principal to City for the PROJECT described below, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ (\$ _____ . ____).

The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be submitted on Tuesday, October 8, 2024 and opened on Tuesday, October 8, 2024 has been submitted by Principal to City:

Whereas, Principal is hereby submitting a proposal for the PROJECT per the plans and specifications for:

HORSETHIEF CANYON PARK SOCCER FIELD RENOVATION CONTRACT NO. 2024-11

NOW, therefore, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening, and shall within the period specified thereby, or if no period be specified, within fourteen 14 days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed form, in accordance with the bid as accepted, and file with City the certificates of insurance as stipulated in Section SP-6 Insurance Requirements of the Special Provisions and the two bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the PROJECT to be performed hereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City/District and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorney's fee to be fixed by the court. Death of the Principal shall not relieve Surety of its obligation hereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 2024.

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

CONTRACTOR'S CLASSIFICATION

The undersigned agrees, if awarded the Contract by the City, to execute the Contract and file the required bonds within fourteen (14) calendar days after notice of award by the City, and to commence work within ten (10) calendar days of after issuance of the notice to proceed. A time limit of **forty-five (45)** working days from the date of starting work has been set for the completion of this project.

This bid is submitted in response to the "Notice Inviting Bids and pursuant to all of the documents and instructions for the Work as approved by the City Council. The undersigned person or company is licensed by the State of California, pursuant to Chapter 9, Division 3, of the Business and Professions Code, under STATE CONTRACTOR'S LICENSE NO. _____ CLASS _____, EXPIRATION DATE _____. The undersigned bidder is:

INDIVIDUAL CONTRACTOR

NAME: _____

ADDRESS: _____

PHONE: (_____) _____

PARTNERSHIP

NAME: _____

ADDRESS: _____

PHONE: (_____) _____

CORPORATION

NAME: _____

ADDRESS: _____

PHONE: (_____) _____

BY: _____, PRESIDENT

_____, SECRETARY

ORGANIZED UNDER THE LAWS OF THE

STATE OF _____

BIDDER'S STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

The bidder is required to state what work of a similar character to that included in this proposed Contract he has successfully performed in Los Angeles County within the last five years, and provide references which will enable the City Council to judge his responsibility, experience, skill and business standing. Said references shall include the name of the Supervisor responsible for the acceptance of the Work performed.

The undersigned submits herewith a statement of work which he has successfully performed of a character similar to that included in the proposed Contract.

1. JURISDICTION: _____

CONTACT PERSON: _____ PHONE: (____) _____

PROJECT PERFORMED: _____

2. JURISDICTION: _____

CONTACT PERSON: _____ PHONE: (____) _____

PROJECT PERFORMED: _____

3. JURISDICTION: _____

CONTACT PERSON: _____ PHONE: (____) _____

PROJECT PERFORMED: _____

4. JURISDICTION: _____

CONTACT PERSON: _____ PHONE: (____) _____

PROJECT PERFORMED: _____

5. JURISDICTION: _____

CONTACT PERSON: _____ PHONE: (____) _____

PROJECT PERFORMED: _____

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act, Sections 4100 through 4114 of the California Public Contract Code, and any amendments thereof, the undersigned bidder has set forth below the name and location of the place of business of each subcontractor who will perform work or labor, or render service to the general Contractor, in or about the construction of the Work or improvement to be performed under the Contract Documents to which the attached bid is responsive, and the portion of the Work which will be done by each subcontractor for each subcontract in excess of one-half of one percent of this total bid.

The bidder understands that if he fails to specify a subcontractor for any portion of the Work to be performed under the Contract, he shall be deemed to have agreed to perform such portion of the Work himself and that he shall not be permitted to subject or subcontract that portion of the Work, except in cases of public emergency or necessity, and then only after a finding reduced in writing as a public record of the City setting forth the facts constituting the emergency or necessity.

1. ITEM: _____
SUBCONTRACTOR: _____
ADDRESS: _____
PHONE: (____) _____ STATE LICENSE NO.: _____
DIR NO. _____

2. ITEM: _____
SUBCONTRACTOR: _____
ADDRESS: _____
PHONE: (____) _____ STATE LICENSE NO.: _____
DIR NO. _____

3. ITEM: _____
SUBCONTRACTOR: _____
ADDRESS: _____
PHONE: (____) _____ STATE LICENSE NO.: _____
DIR NO. _____

(attach sheet for additional subcontractors)

CERTIFICATE AS TO COMPLIANCE WITH CERTAIN REGULATIONS

The Contractor shall furnish, in duplicate, to the City Engineer prior to the acceptance of the Work, a certificate in form substantially as follows:

"I/We hereby certify that all work has been performed and materials supplied in accordance with the plans, specifications, special conditions and other related Contract Documents for the above-work, and that:

- a. No alien was employed on the Work in violation of the provisions of Article 4, Chapter 1, Part 7, Division 2 of the Labor Code.
- b. Not less that the prevailing rates of wager as ascertained by the City Council has been paid to laborers, workmen, and mechanics employed on this work.
- c. There have been no unauthorized substitutions of subcontractors, nor have any unauthorized subcontracts been entered into.
- d. No materials of foreign origin supplied by the Contractor were used in the Work, except where materials of domestic origin were not available.
- e. No subcontract was assigned or transferred or performed by anyone other than the original subcontractor, except as provided in of the Subletting and Subcontracting Fair Practices Act, Sections 4100 through 4114 of the California Public Contract Code, and any amendments thereof.
- f. All claims for materials and labor, and other services performed in connection with these specifications have been paid."

BIDDER: _____

BY: _____

(Signature of Person Authorized to Sign for the Bidder)

(Print Name)

REJECTION OF BID FOR PRIOR DISQUALIFICATION REMOVAL OR OTHERWISE PREVENTED FROM BIDDING BECAUSE OF VIOLATION OF THE LAW OR A SAFETY REGULATION

Each bidder shall complete, under penalty of perjury, the questionnaire appearing in subpart (a) below, inquiring whether the bidder, any officer of the bidder, or any employee of such bidder who has a proprietary interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, and if so, to explain the circumstances. A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of the law or a safety regulation.

- (a) Has any bid of the Contractor, any officer of the Contractor, or any employee of the Contractor who has a proprietary interest in the Contractor ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of the law or a safety regulation?

YES ()

NO ()

- (b) If the answer to subpart (a) above is "YES", the bidding Contractor shall describe in detail the reasons the bidder, any officer of such bidder, or any employer of such bidder who has a proprietary interest in such bidder was so disqualified, removed, or otherwise prevented from bidding or completing such a project, the name of the Federal, State, or local agency or agencies for whom the Work was bid or being performed; the name of the contracting officer or other government official responsible for each such project, the date of each disqualification or removal, or other act to prevent completion of such a project; the nature of the project, and explain any other circumstances, including mitigating factors, that would assist the City in evaluating the bidding Contractor' qualifications (if sufficient space is not provided, please attach additional pages as necessary, to answer this questionnaire).

The questionnaire completed above as executed on this _____ day of _____, by the undersigned under penalty of perjury.

BY: _____
(Signature of Person Authorized to Sign for the Bidder)

(Print Name)

(Position/Title)

QUESTIONNAIRE TO GENERAL CONTRACTORS

The Contractor shall be required to complete this form entitled, "Questionnaire to General Contractors." The City will forward this form to the City Attorney's Office for review.

1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid?

() YES () NO

2. If the answer to No. 1 is "YES", please attach a copy of the rules of each bid depository you used.

3. Did you have any source of subcontractors' bids other than bid depositories?

() YES () NO

4. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use their services or abide by the rules of one or more bid depositories?

() YES () NO

5. If the answer to No. 4 is "YES", please explain the following details:

(a) Date

(b) Name of person or group:

(c) Job involved (if applicable)

(d) Nature of the threats: (use additional paper, if needed)

(e) Additional comments: _____

BIDDER: _____

BY: _____

(Signature of Person Authorized to Sign for the Bidder)

(Print Name)



CONSTRUCTION CONTRACT NO. 2024-11

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
)ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says
(name)

that he or she is _____ of
(position / title)

_____,
(the bidder)

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

DATED: _____

By _____
(Person signing for bidder)

EXECUTE ATTACHED NOTARY ACKNOWLEDGMENT,
(California Civil Code Section 1189)

APPENDIX A - Scope of Work

HORSETHIEF CANYON PARK SOCCER FIELD RENOVATION

TABLE OF CONTENTS

Project Description

Section 017800 Mobilization

Section 311000 Site Clearing

Section 5 BMP WE-1 Wind Erosion Control

PROJECT DESCRIPTION

The City of San Dimas is requesting qualified Service Providers to submit Bids including a pricing schedule and a summary of qualifications for: sod cut and remove the entire soccer field including site clearing, survey the field using a laser to verify the field elevations to ensure surface drainage, import compatible topsoil /sand as necessary to bring the field to grade (the soil imported is to be compacted and laser leveled), install new GN-1 hybrid Bermuda sod (large roll), and roll the field and apply started fertilizer to expedite sod establishment. Bid is to include the sod plus installation, equipment and labor paid at DIR mandated prevailing wage rate.

Bidder shall abide by all requirements imposed by the State of California and Los Angeles County in regards to Standard Specifications and General Provisions for the construction materials and construction methods as set forth in the "Standard Specifications for Public Works Construction," 2021 Edition. Please see attached Specification & Plan.

SECTION 017800 - MOBILIZATION

PART 1 - GENERAL

1.01 DESCRIPTION

Work specified in this section consists of preparatory work and operations at the start of the Contract Work and removal of those items at Contract completion.

Mobilization includes but is not limited to, operations necessary for the movement of personnel, equipment, supplies, and incidentals to the Worksite; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or are incidental to beginning work on the various contract items. Mobilization also includes preparation of the applicable items included in Subsection 9-4.1 of the General Provisions under "Measurement and Payment".

Mobilization or staging is available on or around the perimeter of the construction site.

1.02 DELIVERY

Delivery to the Worksite of construction tools, equipment, materials, and supplies shall be accomplished in conformance with local governing regulations.

PART 2 - PRODUCTS

2.01 MATERIALS

The Contractor shall provide construction tools, equipment, materials, and supplies of the type and quantities, which will facilitate the timely execution of the Work.

PART 3 - EXECUTION

3.01 INSTALLATION AND REMOVAL

The Contractor shall provide personnel, products, construction materials, equipment, tools, and supplies at the Worksite at the time they are scheduled to be installed or utilized.

The Contractor shall locate plant or plants appropriately close to the portion of the Work for which it will be used.

Upon completion of the Work, the Contractor shall remove construction tools, apparatus, equipment, unused materials and supplies, plant, and personnel from the jobsite.

3.02 CLEANUP

During progress of work, keep premises reasonably free of debris and waste materials.

Upon completion of work, remove all debris, rubbish, leftover material, tools and equipment from project site.

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

1. Moving onto the site of all Contractors' plant and equipment required for the first month's operations.
2. Installing temporary construction power, wiring, and lighting facilities.
3. Developing and installing construction water supply.
4. Providing field office trailers for the contractor, if needed.
5. Providing all on-site communication facilities.
6. Providing all on-site sanitary facilities and potable water facilities for workers.
7. Furnishing, installing, erecting, and maintaining all storage buildings or sheds required for the temporary storage of any products, equipment, or materials that have not yet been incorporated into the Work. All such storage facilities shall meet or exceed the material manufacturer's published storage requirements and these Special Provisions, including any ambient temperature and humidity controls, if recommended by the material manufacturer, and for all security and safety on and about the site of the Work.
8. Arranging for, and erection of, the Contractor's construction and storage yard per Section 7-10, "Public Convenience and Safety," of the Standard Specifications.
9. Obtaining and paying for all required bonds, insurance, and permits.
10. Posting all OSHA-required notices, and establishment of OSHA-approved safety programs.
11. Providing a full-time Contractor's superintendent.
12. Submitting of the required Construction Schedule, as specified in Section 6-1, "Construction Schedule and Commencement of Work," of the Standard Specifications.
13. Submittal of Initial Construction Schedule, embodying all corrections required by the Engineer, within 25 days of date of Notice to Proceed. No payment for Mobilization can be made until this has been approved and submitted.
14. Fencing of storage and laydown areas, which is to be removed and disposed of upon project completion.

In addition to the requirements specified above, all submittals shall conform to the applicable requirements of Section 2-5.3, "Shop Drawings and Submittals" of the Standard Specifications.

No payment for any of the listed initial mobilization work items will be made until all of the listed items have been completed to the satisfaction of the Engineer.

The aforementioned amount will be retained by the City as the agreed, estimated value of completing all of the mobilization items listed. Any such retention of money for failure to complete all such mobilization items as a lump-sum item shall be in addition to the retention of any payment pursuant to the provisions of Public Contract Code 22300.

END OF SECTION 017800

SECTION 311000 SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

- A. General: This Section includes Site Clearing in accordance with Contract Documents.
- B. Summary of Work: Provide all labor, equipment and materials required for site clearing as indicated on Drawings and as specified herein.
 - 1. Section includes:
 - a. Protecting existing vegetation to remain.
 - b. Removing existing vegetation.
 - c. Clearing and grubbing.
 - d. Stripping and stockpiling topsoil.
 - e. Removing above- and below-grade site improvements.
 - f. Disconnecting, capping or sealing site utilities.
 - g. Temporary erosion and sedimentation control measures.
- C. Related Sections:
 - 1. Division 01 for Special Project Procedures.
 - 2. Specification Section 015639 – Temporary Tree and Plant Protection.
 - 3. Specification Section 329300 – Plants.

1.2 MATERIAL OWNERSHIP

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed and legally disposed of off Owner's property

1.3 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks and other adjacent occupied or used facilities during site clearing operations.
 - 1. Do not close or obstruct streets, walks or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways, if required by Owner or authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items to be salvaged and store on Owner's premises as indicated on Drawings or as directed by Landscape Architect or Owner.
- C. Utility Locator Service: Notify utility locator service for area where Project is located 14

working days before starting site clearing operations.

- D. Do not commence site clearing operations until temporary erosion control and sedimentation control and plant protection measures are in place.
- E. Staging will be allowed in designated area on site. Water is available on site.
- F. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or digging unless otherwise indicated on Drawings.
 - 7. Attachment of signs to trees or plants unless otherwise indicated on Drawings.
 - 8. Wrapping materials around trees or plants unless otherwise indicated on Drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Specification Section 312000 – Earth Moving.
 - 1. Obtain approved borrow soil material off site when satisfactory soil material is not available on site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during site clearing activities and construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion control and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties, walkways and storm drains, as indicated on Drawings and as required by authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion control and sedimentation control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. General: Protect trees and plants remaining on site according to requirements in Specification Section 015639 – Temporary Tree and Plant Protection.
- B. Repair or replace trees, shrubs, and other vegetation as indicated on Drawings to remain or be relocated, which are damaged by Contractor's operations, in a manner approved by Landscape Architect.

3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities to be removed or abandoned in place as indicated on Drawings.
 - 1. Arrange with utility companies to shut off utilities as necessary.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated.
 - 1. Notify Landscape Architect and Owner not less than 2 working days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Grind down stumps and remove roots, obstructions, and debris to a depth of **18 inches** below exposed subgrade. Backfill voids with approved soil. Do not place soil within the drip line of existing trees to remain protected in place.
 - 2. Use only hand methods for grubbing within protection zones.
- B. Fill depressions caused by clearing and grubbing operations with approved soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200

mm), and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to the depth indicated on Drawings and in a manner that prevents intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

3.7 SITE IMPROVEMENTS

- A. Remove existing above-grade and below-grade improvements as indicated on Drawings and as necessary to facilitate new construction.

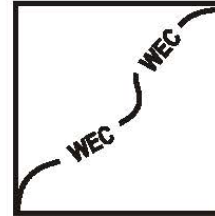
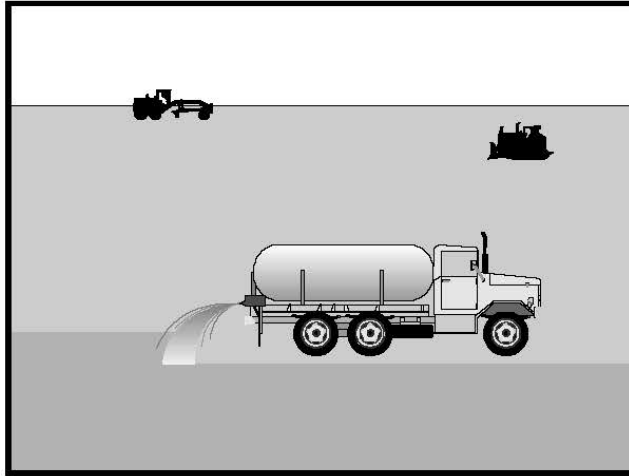
3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Old Decomposed Granite (DG) can be disposed on site. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from non-recyclable materials. Store or stockpile recyclable materials without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 311000

Wind Erosion Control

WE-1



Standard Symbol

- BMP Objectives**
- Soil Stabilization
 - Sediment Control
 - Tracking Control
 - Wind Erosion Control
 - Non-Storm Water Management
 - Materials and Waste Management

Definition and Purpose Wind erosion control consists of applying water and/or other dust palliatives as necessary to prevent or alleviate erosion by the forces of wind. Covering of all stockpiles is required year round.

Appropriate Applications This practice is implemented on all exposed soils subject to wind erosion.

- Standards and Specifications**
- Effective wind erosion control shall be implemented.
 - Implement good housekeeping measures on the construction site to control the air deposition of site materials and from site operations. Such particulates can include, but are not limited to, sediment, nutrients, trash, metals, bacteria, oil and grease and organics.
 - Water shall be applied by means of pressure-type distributors or pipelines equipped with a spray system or hoses and nozzles that will ensure even distribution.
 - All distribution equipment shall be equipped with a positive means of shutoff.
 - Unless water is applied by means of pipelines, at least one mobile unit shall be available at all times to apply water or dust palliative to the project.
 - If reclaimed water is used, the sources and discharge must meet California Department of Health Services water reclamation criteria and the Regional Water Quality Control Board requirements. Non-potable water shall not be conveyed in tanks or drain pipes that will be used to convey potable water and there shall be no connection between potable and non-potable supplies. Non-potable tanks, pipes and other conveyances shall be marked "NON-POTABLE WATER - DO NOT DRINK."
 - Soil stabilization BMPs are also effective as wind erosion control (SS-3, SS-4, SS-5, SS-6, SS-7, and SS-8).



Wind Erosion Control

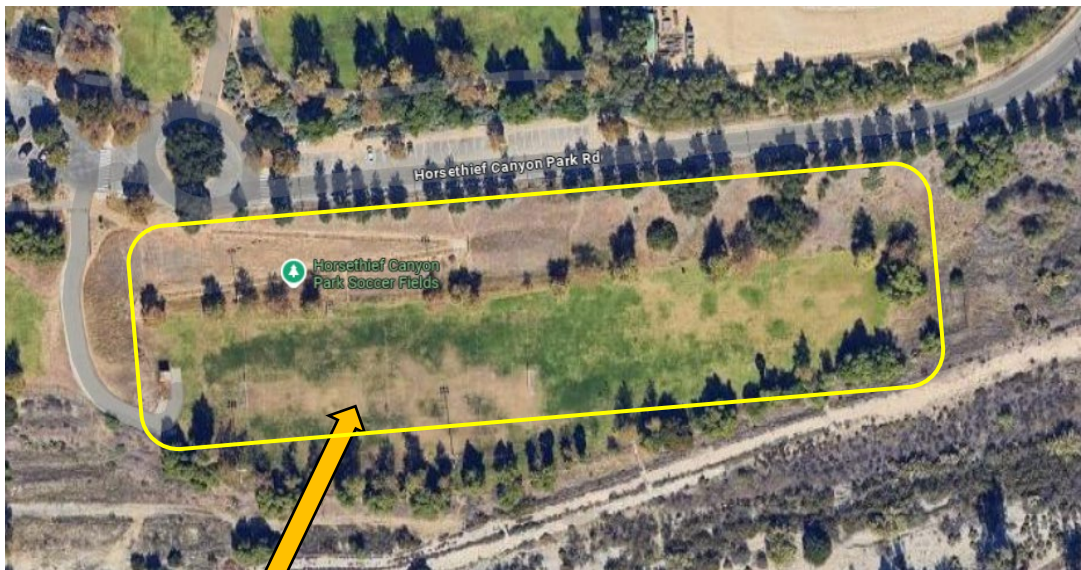
WE-1

- Maintenance and Inspection
- Inspect wind erosion control measures daily and document weekly.
 - Check areas that have been protected to ensure coverage and effectiveness of Wind erosion controls. If wind erosion or dust are observed, Contractor shall immediately reapply or implement additional wind erosion control BMPs.



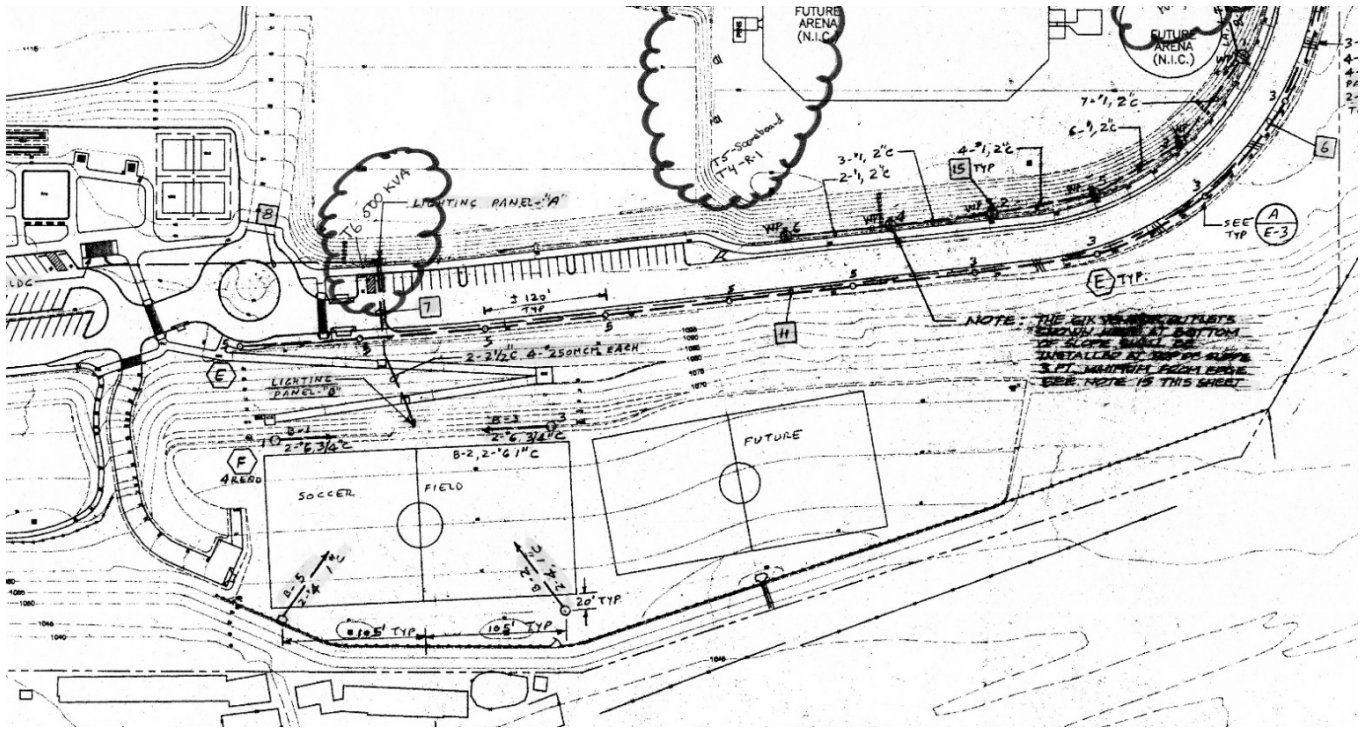
APPENDIX B - Project Site & Plan

Horsethief Canyon Park
301 Horsethief Canyon Road, San Dimas, CA 91773



Soccer Field

Site Layout Plan



Horsethief Canyon Park Soccer Field

