

City of San Diego

ORIGINAL

CONTRACTOR'S NAME: Arrieta Construction Inc
ADDRESS: 1215 N Marshall Ave, El Cajon, CA 92020
TELEPHONE NO.: (619) 448-7683 FAX NO.: (619) 448-1287
CITY CONTACT: Clementina Giordano - Contract Specialist, Email: CGiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633
M.Handal/ALJ/Lad

BIDDING DOCUMENTS



EMERGENCY CONSTRUCTION SERVICES FOR:

CARDINAL DRIVE (2383) STORM DRAIN REPLACEMENT EMERGENCY PROJECT

VOLUME 1 OF 1

BID NO.: K-16-1452-EMR-3
SAP NO. (WBS/IO/CC): B-12025
CLIENT DEPARTMENT: 1107
COUNCIL DISTRICT: 7
PROJECT TYPE: CA

ENGINEER OF WORK

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:



For City Engineer

1/22/2016

Date Seal:

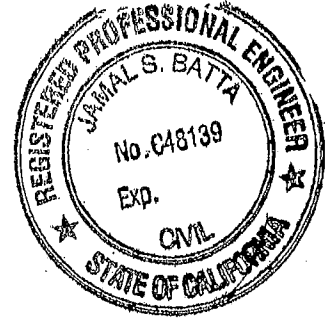


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CITY OF SAN DIEGO, CALIFORNIA

GENERAL INSTRUCTIONS

1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.
- 1.2. The Work consists of the repair of a segment of existing 24" CMP storm drain pipe on the fill slope east of Cardinal Drive, located between Lot 303 per Map 4001 and Lot 2 per Map 9613, in an existing 8' drainage easement that has failed and requires replacement. The broken off portion of pipe with failed CMU cut-off walls has fallen into the scour created over time by uncontrolled flow. Access to perform the repair work is required over Lots 302 and 303 per Map 4001, Lot 2 per Map 9613 and Lot 8 per Map 10854. A 12' temporary access road shall be construct over Lot 303. The proposed repairs shall include the filling of a portion of the eroded scour with flowable fill and the construction of two new storm drain cleanouts. One at the west storm drain point of connection to existing, with the second at the intersection of an existing storm drain line from Lot 2 per Map 9613 with the proposed storm drain. The failed 24" of CMP pipe will be replace with a new 30" RCP pipe. New cut-off walls will be provided. The east point of connection is an existing cleanout that is currently buried. Repairs will include adjusting this cleanout rim elevation to the existing grade. An existing 8" sewer service serving Lot 2 is exposed and crosses the scour. This service will be re-routed prior to construction and replace in its original location following storm drain installation. Disturbed areas will be revegetated.
 - 1.2.1. The Work shall be performed in accordance with:
 - 1:2.1.1 Plans numbered 37571-1-D through 37571-13-D, inclusive
- 1.3. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 3-2.4, "Agreed Prices" of The GREENBOOK.
- 1.4. A time-and-materials contract provides for acquiring labor, material, equipment and services that shall be paid for in accordance with 3-3, "EXTRA WORK" of The GREENBOOK and as modified by The WHITEBOOK.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.
- 2.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves

the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

3. EQUAL OPPORTUNITY.

3.1. DELETE the entire Chapter 10, Sections D and E of the WHITEBOOK and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance.

The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

1. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the

EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
 8. The Contractor disseminates its EEO Policy to union and community organizations.
 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
 11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
 12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
 13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
 14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
 15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
 16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.
4. **CONTRACT TIME:** The Work including the Plant Establishment Period shall be completed within **190 Working Days** from the date of issuance of the Notice to Proceed.

5. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$500,000**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the City that sufficient additional funding has been secured.
6. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time of award. The City has determined the following licensing classification for this contract: **Class A**.
7. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 7.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 7.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 7.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 7.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

- 7.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 7.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 7.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 7.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 7.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 7.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 7.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a

contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

7.9.1. A Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

8. REFERENCE STANDARDS: Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

9. INSURANCE REQUIREMENTS:

9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.

9.2. Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. **SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
11. **AWARD:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code §22.3007.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
12. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.
13. **PLANS AND SPECIFICATIONS:** When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City's Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in writing. Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the, Public Works Contracts Branch, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, Telephone No. (619) 533-3450.
14. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
15. **PROPOSAL FORMS:** The signature of each person signing shall be in longhand.
16. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.

17. AWARD OF CONTRACT OR REJECTION OF PROPOSALS:

17.1 Pursuant to San Diego Municipal Code § 22.3016, this contract may be awarded to a contractor without competitive bidding when strict compliance with a competitive process would be unavailing or would not produce an advantage, and when soliciting bids or proposals would therefore be undesirable, impractical, or impossible.

17.2 The City of San Diego reserves the right to reject the proposal from the contractor when such rejection is in the best interest of the City.

18. THE CONTRACT: The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **1 Working Day** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist or in the case the emergency contractor's list is exhausted to any other responsive contractor on a sole-source basis who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

19. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Contract Documents.

20. CITY STANDARD PROVISIONS. This contract is subject to the following standard provisions. See The WHITEBOOK for details.

20.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

20.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

20.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

20.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

- 20.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 20.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 20.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

James Nagelvoort, Director
Public Works Department

**AGREEMENT
FOR
EMERGENCY CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
ARRIETA CONSTRUCTION INC**

This Emergency Construction Services Agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and **Arrieta Construction Inc** (Contractor), for the purpose of designing (when required) and performing emergency construction services at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the emergency project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City had previously issued a Request for Qualifications (RFQ), via RFQ 5753, for on-call emergency construction services.
- D. In accordance with this RFQ, Contractors submitted Statements of Qualifications (SOQ) for these services from which the City established a pre-qualified list of the most highly qualified contractors to perform emergency construction services as directed by the City.
- E. In accordance with said RFQ, the Contractor submitted an SOQ and is prepared to enter into this agreement.
- F. The City has selected the Contractor from the City's list of on-call contractors to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.

[Alternate Recital "F" – to be used when sole sourcing a contractor]

- G. The City has selected the Contractor through a sole-source process in accordance with Municipal Code § 22.3016 or § 22.3108 to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- H. The Contractor is ready, willing, and able to perform the emergency construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

INTRODUCTORY PROVISIONS

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.

- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- D. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.
- E. The Contractor shall ensure that the Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004. A sample provision is as follows:

“Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

- F. Pledge of Compliance may be downloaded at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf

- G. The City received initial approval as a Labor Compliance Program on August 11, 2003. The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.
- H. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- I. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified Working Days in the General Instructions from the NTP unless authorized otherwise by the Engineer.
- J. The City shall pay the Contractor for performance of the Work on a time and materials basis not to exceed \$500,000 without a written amendment to this Agreement.
- K. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.

- L. Prior to NTP or as required by the City, the Contractor shall:
- a) file surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the General Instructions and
 - b) obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the emergency contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By Eleida Felix Yackel

By Pedro De Lara, Jr.

Print Name: Eleida Felix Yackel,
Senior Contract Specialist

Print Name: Pedro De Lara, Jr.
Deputy City Attorney

Date: 2/23/14

Date: 2/23/16

CONTRACTOR

By Wes Wise

Print Name: Wes Wise

Title: President

Date: 2/4/16

City of San Diego License No.: B1974004060

State Contractor's License No.: 259145

AGREEMENT (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Arrieta Construction, Inc. _____, a corporation, as principal, and
Liberty Mutual Insurance Company _____, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
Five Hundred Thousand Dollars and 00/100 (\$500,000.00) for the faithful performance of the
annexed contract, and in the sum of **Five Hundred Thousand Dollars and 00/100 (\$500,000.00)** for
the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Cardinal Drive (2383) Storm Drain Replacement Emergency Project**, Bid Number **K-16-1452-EMR-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

AGREEMENT (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated February 2, 2016

Approved as to Form

Arrieta Construction, Inc.

Principal

By Wes Wise

Wes Wise, President

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By Elaida Felix Yackel, Jr.
Deputy City Attorney

Liberty Mutual Insurance Company

Surety

By Tara Bacon
Tara Bacon, Attorney-in-fact

Approved:

By Elaida Felix Yackel
Elaida Felix Yackel, Senior Contract Specialist

790 The City Drive South, Suite 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

(800) 763-9268

Local Telephone No. of Surety

Premium \$5,130.00

Bond No. 024061812

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF SAN DIEGO}

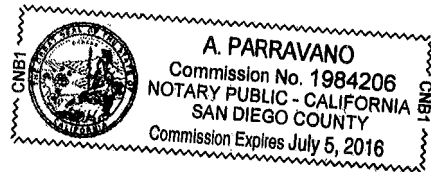
On February 4, 2016 before me, A. PARRAVANO, Notary Public,

personally appeared Wes Wise

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: *A. Parravano* (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

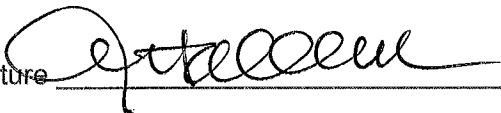
State of California
County of San Diego)

On February 2, 2016 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

personally appeared Tara Bacon
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)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6846374

American Fire and Casualty Company
The Ohio Casualty Insurance Company

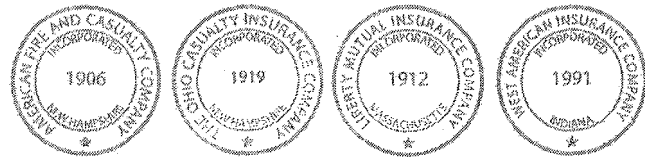
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley R. Orr; Dale G. Harshaw; Geoffrey Shelton; John R. Qualin; Kyle King; Tara Bacon

all of the city of San Diego, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January, 2015.



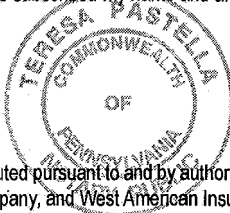
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of January, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

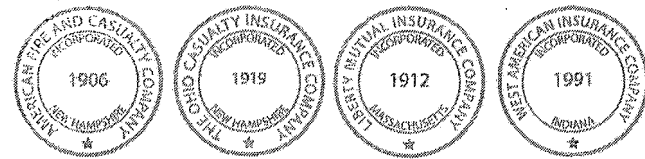
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of February, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT A

DRUG-FREE WORKPLACE


PROJECT TITLE: Cardinal Drive (2383) Storm Drain Replacement Emergency Project

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

Arrieta Construction, Inc.

(Name under which business is conducted)

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

Signed 

Printed Name Wes Wise

Title President

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Cardinal Drive (2383) Storm Drain Replacement Emergency Project

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

Arrieta Construction, Inc.

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed Wes Wise

Printed Name Wes Wise

Title President

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Cardinal Drive (2383) Storm Drain Replacement Emergency Project

I declare under penalty of perjury that I am authorized to make this certification on behalf of Arrieta Construction, Inc., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, "Contractor Standards", of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

Dated this 4 Day of Feb, 2016.

Signed Wes Wise

Printed Name Wes Wise

Title President

EXHIBIT D

AFFIDAVIT OF DISPOSAL

EXHIBIT D

AFFIDAVIT OF DISPOSAL

WHEREAS, on the _____ DAY OF _____, _____, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Cardinal Drive (2383) Storm Drain Replacement Emergency Project

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-16-1452-EMR-3**, SAP No. WBS No. **B-12025**, and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; 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 San Diego 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 _____, _____.

by _____ Contractor

ATTEST:

State of _____
County of _____

On this _____ DAY OF _____, 2____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

EXHIBIT E

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH
BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

EXHIBIT E

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC
CONTRACT CODE 7106

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

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

Signed: Wes Wise

Title: Wes Wise, President, Arrieta Construction, Inc.

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public

(SEAL)

CALIFORNIA JURAT CERTIFICATE

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

STATE OF CALIFORNIA }

COUNTY OF SAN DIEGO}

Subscribed and sworn to (or affirmed) before me on this 4th day of February, 2016

by Wes Wise

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: A. Parravano (Seal)

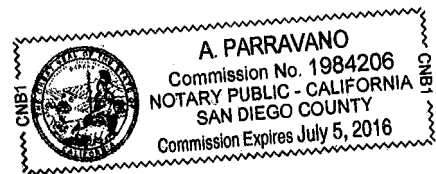


EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.


CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Arrieta Construction, Inc.

Certified By: Wes Wise Title President

Name

 Signature

Date 2/4/16

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT G

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

EXHIBIT G

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION	
Company Name: Arrieta Construction, Inc.	Contact Name: Wes Wise
Company Address: P.O. Box 1299 El Cajon, CA 92022	Contact Phone: 619-590-0929 Contact Email: wes@arrietaconst.com

CONTRACT INFORMATION	
Contract Title: Cardinal Drive (2383) Storm Drain Replacement Emergency Project	Start Date: 1/25/16
Contract Number (if no number, state location): K-16-1452-EMR-3	End Date: 9/30/16

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Wes Wise, President 2/4/16

Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY		
Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved – Reason:

rev 02/15/2011

EXHIBIT H

FORMS

LIST OF SUBCONTRACTORS

Under the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address, and telephone number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of not less than 1% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each trade. Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed by the Subcontractor. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are receiving any mandatory, voluntary, or both subcontracting participation percentages.

LINE NUMBER	CONTRACTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
1	NONE						
2							
3							
4							
5							
6							
7							
8							
9							
10							

Identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|----------------------|--------|--|---------|
| Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Business Enterprise | WoSB | HUBZone Business | HUBZone |
| Owned Small Business | SDVOSB | | |

Indicate if Subcontractor is certified by:

- | | | | |
|----------------|------|--|----------|
| Commission | CITY | State of California Department of Transportation | CALTRANS |
| Administration | CPUC | State of California's Department of General Services | CADoGS |
| | LA | State of California | CA |
| | SBA | | |

Bidders will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

Equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages is to list the Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, is to have the name, locations (City) and the DOLLAR VALUE of the Suppliers. The amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% credit (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the subcontractor participation percentages. If no indication provided, listed firm will be credited at 60% of the listed DOLLAR VALUE, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed DOLLAR VALUE for purposes of calculating the subcontractor participation percentages.

LINE NUMBER OR ORDER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone OR SDVOSB	WHERE CERTIFIED
_____	NONE					

Identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Enterprise	MBE	Certified Woman Business Enterprise	WBE
Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	OBE	Certified Emerging Local Business Enterprise	ELBE
Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Business	WoSB	HUBZone Business	HUBZone
Owned Small Business	SDVOSB		

Indicate if Vendor/Supplier is certified by:

Commission	CITY	State of California Department of Transportation	CALTRANS
	CPUC	State of California's Department of General Services	CADoGS
	LA	State of California	CA
Administration	SBA		

Bidders will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

EXHIBIT I

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

The following Supplementary Special Provisions (SSP) modifies the following documents:

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
- 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).

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

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplement, ADD the following:

The Normal Working Hours are 8:00 AM to 4:00 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

2-5.3.1 General. To the City Supplement, ADD the following

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form.

The Product Submittal Form is available for download at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

2-7

SUBSURFACE DATA. ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
 1. Final Report of Geotechnical Desktop Study Cardinal Drive Storm Drain Repair, dated October 26, 2015 by Allied Geotechnical Engineers, Inc.
5. The report(s) listed above is(are) available for review by contacting the Contract Specialist or visiting:

[ftp://ftp.sanmet.gov/OUT/ECP/2-15%20TECHNICAL%20STUDIES%20AND%20DATA/Cardinal%20Drive%20\(2383\)%20Storm%20Drain%20Replacement%20Emergency%20Project/](ftp://ftp.sanmet.gov/OUT/ECP/2-15%20TECHNICAL%20STUDIES%20AND%20DATA/Cardinal%20Drive%20(2383)%20Storm%20Drain%20Replacement%20Emergency%20Project/)

2-9.1

Permanent Survey Markers. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

Monument Preservation will be performed by City Public Works Field Engineering Division (PW-FED) Field Survey Section on all Projects, unless permission is obtained for these services in writing by PW-FED.

The Contractor shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. The Agency (or the owner on a Private Contract) will:

- a) set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
- b) file a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
- c) file a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

2-15

TECHNICAL STUDIES AND DATA. To the City Supplement, ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 1. Biological Reconnaissance Report, dated October 12, 2015 by RBF Consulting.
 2. Drainage Study, dated July 31, 2013 by RBF Consulting.
 3. Water Pollution Control Plan for Construction Activities, dated August 20, 2015, by Michael Baker International.
6. The report(s) listed above is(are) available for review by contacting the Contract Specialist or visiting:

[ftp://ftp.sannet.gov/OUT/ECP/2-15%20TECHNICAL%20STUDIES%20AND%20DATA/Cardinal%20Drive%20\(2383\)%20Storm%20Drain%20Replacement%20Emergency%20Project/](ftp://ftp.sannet.gov/OUT/ECP/2-15%20TECHNICAL%20STUDIES%20AND%20DATA/Cardinal%20Drive%20(2383)%20Storm%20Drain%20Replacement%20Emergency%20Project/)

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6 **Preapproved Materials.** To the City Supplement, ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

ADD:

4-1.3.7 **Testing Under the Direction of the Engineer.** When a bid item for Testing under the direction of the Engineer is provided, the Contractor must employ and pay for the services of a qualified third party independent laboratory to perform the required testing. The Contractor will be reimbursed for the cost of testing under this bid item.

4-1.6 **Trade Names or Equals.** ADD the following:

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) no later than **5 Working Days after Contract Award** and on the City's Product Submittal Form available at.

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 **Construction Schedule.** To item 20, ADD the following:

The 120 Calendar Day for the Plant Establishment Period is included in the stipulated Contract Time.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 **LIABILITY INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

The insurance provisions herein must not be construed to limit your indemnity obligations contained in the Contract.

7-3.1 **Policies and Procedures.**

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 **Types of Insurance.**

7-3.2.1 **Commercial General Liability Insurance.**

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There must be no endorsement or modification limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

7-3.2.2 Commercial Automobile Liability Insurance.

1. You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles (“Any Auto”).
2. All costs of defense must be outside the limits of the policy.

7-3.2.3 Contractors Pollution Liability Insurance.

1. You must procure and maintain at your expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense must be outside the limits of the policy. Any such insurance provided by Subcontractor instead of you must be approved separately in writing by the City.
3. For approval of a substitution of Subcontractor’s insurance, you must certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible must not exceed \$25,000 per claim.
4. Contractual liability must include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There must be no endorsement or modification of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability.
5. Occurrence based policies must be procured before the Work commences and must be maintained for the Contract Time. Claims Made policies must be procured before the Work commences, must be maintained for the Contract

Time, and must include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies must continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

6. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.5 Contractors Builders Risk Property Insurance..

1. You must provide at its expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance must be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits must be 100% of this contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.
2. Insured property must include material or portions of the Work located away from the Site but intended for use at the Site, and must cover material or portions of the Work in transit. The policy or policies must include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies must cover the cost of removing debris, including demolition.
3. The policy or policies must provide that all proceeds thereunder must be payable to the City as Trustee for the insured, and must name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. We as Trustee will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance must be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles must be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant must pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City must be entitled to 100% of its loss. The Contractor must pay the City any portion of that loss not covered because of a deductible, at the same time the proceeds of the insurance are paid to the City as trustee.
5. Any insured, other than the City, making claim to which a deductible applies must be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer’s Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer’s Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials,

officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit.

The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- a) The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement must not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.
- b) In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives must be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to

operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

- 7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must 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 and must provide cross-liability coverage.
- 7-3.5.5 Builders Risk Endorsements.**
- 7-3.5.5.1 Waiver of Subrogation.** The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.
- 7-3.5.5.2 Builders Risk – Partial Utilization.** If the City desire to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this contract, the City will notify you and you must immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies must not be cancelled or lapse on account of any such partial use or occupancy. You must obtain the endorsement prior to our occupation and use.
- 7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- 7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- 7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**
1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force and effect, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate.

2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

7-4 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
2. Limits for this insurance must be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §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 you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation.

The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-8.6 Water Pollution Control. ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.

7-10.2.2.3 Engineered Traffic Control Plans Provided by the Contractor. To the City Supplement, ADD the following:

Engineered "D" size TCP are required for the following areas:

1. Cardinal Drive

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

7-16 COMMUNITY LIAISON. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

1. To ensure consistency with the City's community outreach plan for the project, the City will work with you to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by you to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who will perform the required community outreach services.
3. You shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project.

Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction Meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDShare site:

<http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx>

4. You shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:
 - a) Your contact information is made available on any outreach materials or;
 - b) You will be the primary point of contact to resolve project related inquiries and complaints.
5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDSHare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDSHare site within 24 hours.

Copies of email communications shall be saved, individually, on to the City's SDSHare site as an Outlook Message Format (*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

7-16.1.1 Quality Assurance.

1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.) on your behalf shall:
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as your employee,
 - c. Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

7-16.1.2 Submittals.

1. You shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, you shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.

- b. After distributing or mailing, you shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
2. You shall use the City's SDSShare site to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. You shall upload to the City's SDSShare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.1.3 Weekly Updates Recipients. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Micahel Handal , Project Manager, Mhandal@sandiego.gov

Bilal Oriqat, Project Engineer, boriqat@sandiego.gov

Resident Engineer, TBA, XXX@sandiego.gov

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with section 7-10.6.2
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet radius of the Project, of construction activities and utility service interruptions not less than 5 days in advance.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a. Where Work is to be performed at least 5 days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b. Within 5 days of the completion of your construction activities where work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.

5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1 ¼” Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834 or approved equal.
7. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
8. A sample of public notices is included in the Contract Exhibit L.

7-16.2.2 Communications with the Public.

1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
2. You shall provide updates on construction impacts to the Resident Engineer. You shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
3. You shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
4. At the request of the Resident Engineer, you shall attend and participate in project briefings at community meetings.
5. You shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

7-16.2.3 Communications with Media.

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
3. In the event media representatives arrive near or on the construction site(s), you shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.

4. You shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
5. If the City allows members of the media to access a construction site, you shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
6. You shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

7-16.4 Payment. The Payment for the Community Outreach Services shall be based on time and materials.

7-20 ELECTRONIC COMMUNICATION. ADD the following:

Virtual Project Manager will be used on this contract.

7-21 CONTRACTOR RESPONSIBILITIES. The Contractor shall be responsible for the protection of private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within which are not designated for removal (e.g. curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations. When a portion of a sprinkler system must be removed, the remaining lines shall be capped.

Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Trees, lawns and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed due to Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements which are designated for removal and would be destroyed because of the work.

In cases of dispute between homeowners and the contractor, the video tape and photos shall be reviewed to determine the condition of the existing improvements to be restored.

Explosives shall not be used.

Contractor shall erect a 6 foot tall chain link safety fence at the work site. The safety fence shall be fabric from the bottom to the top to obscure the public's view of the project site. The fence fabric shall be green in color.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2.5 Withholding of Payment. To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

ADD:

212-1.2.1 General. ADD the following:

Contractor shall take soil samples from final graded areas to receive new planting. Soil samples shall be submitted to an agricultural soils testing lab and follow the process outlined under Section 212-1.1.2 for Class A Topsoil.

Soil test(s) shall be performed by an agricultural soil testing laboratory. Approved agricultural soil testing laboratories are indicated below:

Wallace Laboratories
365 Coral Circle
El Segundo, CA 90245
Phone: 310 615-0116 Fax: 310 640-6863 <http://www.bettersoils.com>

Soil & Plant Laboratory, Inc.
1594 N. Main Street
Orange, CA 92667
Phone: 714 282-8777 Fax: 714 282-8575 <http://www.soilandplantlaboratory.com>

Fruit Growers Laboratory, Inc.
853 Corporation Street
Santa Paula, CA 93061-0272
Phone: 805 659-0910 Fax: 805 525-4172 <http://www.fglinc.com>

212-1.2.3 Commercial Fertilizers. DELETE in its entirety and SUBSTITUTE with the following:

All soil amendments and their rates of application, including Commercial Fertilizer, shall be per the recommendations of the soils report specifically for the types of plants as indicated on the planting plan(s) and legend(s). The following are for bidding purposes only:

Pre-Plant Fertilizer: Commercial Grade, 100% organic, slow release, non-burning fertilizer. GRO POWER PLUS (5-3-1) or approved equal.

Post-Plant Fertilizer: Mixed, commercial grade, with percentages of nitrogen, phosphoric acid, and potash at 5-10-5, respectively. Fertilizer shall be uniform in composition, dry, and free flowing.

Fertilizer Tablets: As indicated on the label in which the fertilizer tablets are supplied in or the manufacturer's supplemental instructions.

212-1.2.4 Organic Soil Amendment. DELETE in its entirety and SUBSTITUTE with the following:

The recommendations of the Soils Report shall supersede requirements listed herein for Organic Soil Amendments. The contractor shall provide a plant list to the soils lab. The Soils Report recommendations and quantities shall be specifically for the types of plants as indicated on the planting plan(s) and legend(s). The following are for bidding purposes only:

1. Compost
 - a) General Guidelines
 1. Compost shall be produced by a CA State Licensed facility using the Pathogen Reduction process, Title 14 Regulations.
 2. Compost shall be aerobic without malodorous presence of decomposition products.
 3. Maximum particle size shall be 0.5 inch, 80% or more shall pass a No. 4 screen for soil amending. Maximum particle size shall be 0.25 inch for hydroseeding.
 4. Humic Compost from Agri Service, or approved equal.
 - b) Acceptable Types
 1. Acceptable types: Composts low in salts, low in heavy metals, Pathogen Reduction completed and free from weed seeds, free of pathogens and other deleterious materials.
 2. Conditionally acceptable types: Fully composted wood products, stable humus must be present.

3. Not acceptable: Sludge-based materials and wood-based products based on redwood or cedar.

c) Specific Criteria

Acid-soluble ash: 5% - 20%.

Silicon content (acid-insoluble ash): < 50%

Organic matter, dry weight basis: > 50%

pH: 6 – 7.5

ECe (Salt content): <10 millimho/cm, 25°C, saturated paste extract

Calcium carbonate: Non-detectable, if applied on alkaline soils

Boron: <1.0 parts per million in saturated extract

Carbon : Nitrogen ratio: <25:1

d) Maximum total permissible pollutant concentrations:
(parts per million on a dry weight basis)

arsenic	10	molybdenum	15	cobalt	20
silver	5	mercury	5	cadmium	10
nickel	50	copper	100	vanadium	400
chromium	100	selenium	20	lead	200
zinc	250				

212-1.4.1 General. ADD the following:

At least three plants of each plant species delivered to the project site shall contain a nursery label indicating the nursery source, genus, species, variety (if applicable) and common name of the delivered plant. If fifteen or more plants of a species are delivered at one time, at least 20 percent of the plants shall include nursery labels. If a plant appears to be improperly labeled or the wrong species or variety, as determined by the Engineer, the entire lot of plants may be rejected.

212-1.4.1 General. To the City Supplement, ADD the following:

Any plants not conforming to the requirements of the project specifications, or that are deemed by the Engineer as not acceptable, whether in place or not, shall be considered defective and immediately removed from the project site and replaced. The Engineer reserves the right to reject entire lots of plants found to be defective.

ADD:

212-2.1.3.3 Plastic Pipe and Fittings for Above Grade Installation. Non-pressure lateral piping installed above grade shall be UV Resistant Schedule 40 PVC with Sch. 40 UV Resistant solvent weld fittings, as per the City of San Diego's Land Development Code Landscape Standards for Acceptable Pipe Materials. The pipe and fittings included in the latest adopted version of the City of San Diego's Land Development Code, Landscape Standards shall supersede those listed herein.

212-2.2.7 Valve Boxes. To the "Greenbook", DELETE in its entirety and SUBSTITUTE with the following:

Valve boxes and covers shall be plastic with lockable lids. Covers shall be permanently and legibly labeled with 100% acrylic epoxy white or yellow water proof paint on top of the box indicating the component contained in the box.

Weatherproof plastic identification tags showing the irrigation controller and station shall be affixed to the colored conductor wire in each valve and pull box.

ADD:

212-3.2.2.3 Trench Marker Tape. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) See City of San Diego Standard Drawing SDM-105 for Trench Marker Tape installation.

SECTION 300 – EARTHWORK

ADD:

All earthwork operations shall conform to the recommendations of the Final Report of the Geotechnical Desktop Study for Cardinal Drive Storm Drain Repair, prepared by Allied Geotechnical Engineers, Inc. dated October 26, 2015.

SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS

ADD:

301-6 FLOWABLE FILL.

301-6.1 Introduction.

1. Flowable fill refers to a cementitious slurry consisting of a mixture of fine aggregate or filler, water, and cementitious material(s), which is used as a fill or backfill in lieu of compacted earth. This mixture is capable of filling all voids in irregular excavations and hard to reach places (such as under undercuts of existing slabs), is self-leveling, and hardens in a matter of a few

hours without the need for compaction in layers. Flowable fill is sometimes referred to as controlled density fill (CDF), controlled low strength material (CLSM), lean concrete slurry, and unshrinkable fill.

2. Flowable fill materials will be used as only as a structural fill replacement. Unless otherwise noted, flowable fill installed as a substitution for structural earth fill, shall not be designed to be removed by the use of hand tools. The materials and mix design for the flowable fill should be designed to produce a comparable compressive strength to the surrounding soil after hardening, making excavation at a later time possible to produce the compressive strength indicated for the placed location, as determined by the Resident Engineer.

301-6.2 Description. Furnish and place flowable fill in a fluid condition, that sets within the required time, and after curing, obtains the desired strength properties as evidenced by the laboratory testing of the specific mix design, at locations shown on the plans or as directed by the Resident Engineer, verbally or in writing. This section specifies flowable fill for use as structural fill to remain easily excavatable using a backhoe as would be utilized for adjoining earth.

301-6.2.1 Definitions.

1. Flowable fill - Ready-mix Controlled Low Strength Material used as an alternative to compacted soil, and is also known as controlled density fill, and several other names, some of which are trademark names of material suppliers. Flowable fill (Controlled Low Strength Material) differs from portland cement concrete as it contains a low cementitious content to reduce strength development for possible future removal. Unless specifically approved otherwise, by the Resident Engineer, flowable fill shall be designed as a permanent material. Design strength for this permanent type flowable fill shall be a compressive strength of 200 psi minimum at 28 days and 100 psi minimum at 7 days. Chemical admixtures may also be used in flowable fill to modify performance properties of strength, flow, set and permeability.

301-6.3 Submittals.

1. Flowable fill Mix Design: Provide flowable fill mix design containing cement and water. At the contractor's option, it may also contain fly ash, aggregate, or chemical admixtures in any proportions such that the final product meets the strength and flow consistency, and shrinkage requirements included in this specifications. The mix design should state the sources and proportions of each of the flowable fill constituents. The coefficient of permeability of flowable fill shall be that of uniform fine sand, 0.16 in/sec or as indicated to provide a backfill material with permeability equal to or greater than that of the surrounding soil.
 - a) Test and Performance - Submit the following data:
 - i. Flowable fill shall have a minimum strength of 200 psi according to ASTM C 39 at 28 days after placement.

- ii. Flowable fill shall have minimal subsidence and bleed water shrinkage. Evaporation of bleed water shall not result in shrinkage of more than 1/8 inch per ft. of flowable fill depth (for mixes containing high fly ash content). Measurement of a Final Bleeding shall be as measured in Section 10 of ASTM C 940 "Standard Test Method for Expansion and Bleeding of Freshly Mixed Grouts for Preplaced-Aggregate Concrete in the Laboratory.
 - iii. Flowable fill shall have a unit weight 90 - 115 lbs/feet 3 measured at the point of placement after a 60 minute ready-mix truck ride.
2. Provide documentation that the admixture supplier has experience of at least one year, with the products being provided and any equipment required to obtain desired performance of the product.
 3. Manufacturer's Certificates: Provide Resident Engineer with a certification that the materials incorporated in the flowable fill, following achievement of the required strength, do not represent a threat to groundwater quality.

301-6.4 Applicable Publications.

1. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.
2. American Society for Testing and Materials (ASTM):

D4832-10	Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.
C618-12	Standard Specifications for Coal Fly Ash and Raw or Calcined Natural Pozzolan for use in Concrete. (Use Fly Ash conforming to the chemical and physical requirements for mineral admixture, Class F listed, including Table 2 (except for Footnote A). Waive the loss on ignition requirement.)
C403/C403M-08	Standard Test Method for Time of Setting of Concrete Mixtures by Penetration Resistance.
C150/C150M-11	Standard Specification for Portland Cement
C33/C33M-11a	Standard Specification for Concrete Aggregates
C94/C94M-12..	Standard Specification for Ready-Mixed Concrete
C494/C494M-11	Standard Specification for Chemical Admixtures for Concrete
C685/C685M-11	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
C940-10a	Standard Specification for Expansion and Bleeding of Freshly Mixed Grouts for Preplaced - Aggregate Concrete in the Laboratory
D5971	Sampling Freshly Mixed Controlled Low Strength Material
D6103	Flow Consistency of Controlled Low Strength Material
D6023	Unit Weight, Yield, Cement Content and Air Content (Gravimetric) of Controlled Low Strength Material

3. American Concrete Institute (ACI):
SP-150-94 Controlled Low-Strength Materials

301-6.5 Quality Assurance.

1. Manufacturer: Flowable fill shall be manufactured by a ready-mix concrete producer with a minimum of 1 year experience in the production of similar products.
2. Materials: For each type of material required for the work of this Section, provide primary materials that are the products of one manufacturer. If not otherwise specified here, materials shall comply with recommendations of ACI 229, "Controlled Low Strength Materials."
3. Pre-Approval Procedures: The use of flowable fill during any part of the project shall be restricted to those incidences where, due to field conditions, the Contractor has made the Resident Engineer aware of the conditions for which he recommends the use of the flowable, and the Resident Engineer has confirmed those conditions and approved the use of the flowable fill, in advance. During the submittal process, the contractor shall prepare and submit various flowable fill mix designs corresponding to required conditions or if the contractor desires to use flowable fill due to economics. Approval for the strength of the flowable fill shall be obtained from the Resident Engineer when the contractor desires, or is required, to use flowable fill at specific location(s) within the project. Prior to commencement of field operations the contractor shall establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work.
4. Sampling and Acceptance: Flowable fill shall be samples and testing in the field in conformance with either ASTM C 94 or C 685. Samples for tests shall be taken for every 150 cubic yards of material, or fraction thereof, for each day's placement. Tests shall include temperature reading and four compressive strength cylinders. Compressive strength sampling and testing shall conform to ASTM D 4832 with one specimen tested at 7 days, two at 28 days, and one held for each batch of four specimens. Sampling and testing shall be performed by a qualified, independent commercial testing laboratory. Test results should be submitted within 48 hours of completion of testing.

301-6.6 Delivery, Storage, and Handling. Deliver and handle all products and equipment required, in strict compliance with manufacturer's recommendations. Protect from damage due to weather, excessive temperatures, and construction operations.

301-6.7 Project Conditions. Perform installation of flowable fill only when approved by the Resident Engineer, and when existing and forecasted weather conditions are within the limits established by the manufacturer of the materials and products used.

301-6.8 Products.

301-6.8.1 Materials.

1. Provide flowable fill containing, at a minimum, cementitious materials and water. Cementitious materials shall be portland cement, pozzolanic materials, or other self-cementing materials, or combinations thereof, at the contractor's option, and following approval by the Resident Engineer. The flowable fill mix design may also contain, fine aggregate or filler, and/or chemical admixtures in any proportions such that the final product meets the strength, flow consistency and shrinkage requirements included in this specification, as approved by the Resident Engineer.
2. Portland Cement: ASTM C150, Type 1 or Type 2.
3. Mixing Water: Fresh, clean, and potable.
4. Air-Entraining Admixture: ASTM C260.
5. Chemical Admixtures: ASTM C494.
6. Aggregate: ASTM C33.

301-6.8.2 Flowable Fill Mixture.

1. Mix design shall produce a consistency that will result in a flowable product at the time of placement which does not require manual means to move it into place.
2. Flowable fill shall have a minimum strength of 200 psi according to ASTM C39 at 28 days after placement.
3. Flowable fill shall have minimal subsidence and bleed water shrinkage. Evaporation of bleed water shall not result in shrinkage of more than 1/8 inch per foot of flowable fill depth (for mixes containing high fly ash content). Measurement of a Final Bleeding shall be as measured in Section 10 of ASTM C 940 "Standard Test Method for Expansion and Bleeding of Freshly Mixed Grouts for Preplaced-Aggregate Concrete in the Laboratory.
4. Flowable fill shall have a unit weight 90 - 115 lbs/feet³ measured at the point of placement after a 60 minute ready-mix truck ride. In the absence of strength data the cementitious content shall be a maximum of 150 lbs/cy.
5. Flowable fill shall have an in-place yield of at least 98% of design yield for permanent type a maximum of 110% of design yield for removable types at 1 year .

Provide equipment as recommended by the Manufacturer and comply with manufacturer's recommendations for the addition of additives, whether at the production plant or prior to placement at the site.

- 301-6.9 Execution.**
- 301-6.9.1 Examination.** Examine conditions of substrates and other conditions under which work is to be performed and notify Resident Engineer, in writing, of circumstances detrimental to the proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.
- 301-6.9.2 Application of Flowable Fill.** Secure tanks, pipes and other members to be encased in flowable fill. Insure that there are no exposed metallic pipes, conduits, or other items that will be in contact with the flowable fill after placement. If so, replace with non-metallic materials or apply manufacturers recommended coating to protect metallic objects before placing the flowable fill. Replacement or protection of metallic objects is subject to the approval of the Resident Engineer.
- 301-6.9.3 Protection and Curing.** Protect exposed surfaces of flowable fill from premature drying, wash by rain or running water, wind, mechanical injury, and excessively hot or cold temperature. Curing method shall be subject to approval by Resident Engineer.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

ADD:

- 308-1 GENERAL.** Contractor shall provide all items required to construct the irrigation system including water services, water main connection fees, backflow preventors and backflow preventor certifications, and all other items EXCEPT the water meter and meter fees.
- The irrigation sub meter and service shall not be used for contractor's water; contractor shall procure a temporary meter for all construction water at the contractor's expense
- 308-2.2 Trench Excavation and Backfill.** To the City Supplement, REVISE the item c) to read as follows:
- c) Lateral sprinkler lines – On grade.
- 308-2.3.1 General.** To the City Supplement, DELETE the first sentence of the first paragraph in its entirety and SUBSTITUTE with the following:
- The upper eight inches (8") of topsoil from the site shall be salvaged, if soil is removed, and/or as directed by the Engineer and Project Biologist. Project Biologist shall ensure that soil will be stockpiled within the limits of the project, no more than three feet high where possible. BMPs, silt fencing, and/or cover shall be installed around the stockpile to prevent erosion and as a barrier to preclude any unauthorized access, or as recommended by the Project Biologist.
- Prior to revegetation and/or plant installation, the Project Biologist shall provide written recommendations to the Engineer as to the salvaged soil relocation, re-compaction (e.g. max 75 percent within the top 8 inches), and/or preparation for revegetation purposes to be done by the contractor. If topsoil cannot be salvaged, clean and weed-free Class "A" topsoil shall be provided and installed by the contractor.

308-4.1 **General.** DELETE the word “Specifications” in the first sentence of the first paragraph and SUBSTITUTE with the word “Planting Plans and Specifications”.

308-4.5 **Tree and Shrub Planting.** DELETE the fourth paragraph in its entirety and SUBSTITUTE with the following:

The ratio of native soil to organic soil amendments for the prepared backfill mix for container plantings shall be as per the recommendations of the soils report. The organic soil amendment and ratio of amendments shall be approved by the Engineer before incorporation of organic soil amendments into the backfill mix.

308-4.5 **Tree and Shrub Planting.** To the City Supplement, from the third sentence of item “5”, REPLACE the words “Type 1, 2, 3 or 4 mulch” with the following:

“A hardwood mulch, excluding redwood and cedar”

308-4.7 **Ground Cover and Vine Planting.** To the City Supplement, DELETE the last sentence in its entirety and REPLACE with the following:

The specified mulch shall be placed within watering basins only, as indicated herein. Mulch shall not be spread over areas to be hydroseeded.

308-5.2.1 **General.** To the City Supplement, ADD the following:

Thrust blocks shall be installed as per applicable San Diego Regional Standard drawing and in any locations as indicated by the Engineer.

SECTION 700 – REVEGETATION, MAINTENANCE, AND MONITORING

700-1.1 **Terms and Responsibilities.** To the City Supplement, DELETE in its entirety the Revegetation Contractor paragraph and SUBSTITUTE with the following:

Re-vegetation Contractor – The planting and plant establishment work shall be performed by a qualified contractor (i.e., the Contractor or Subcontractor) as indicated below. The Re-vegetation Contractor shall implement the Re-vegetation Plan in accordance with recommendations provided by the Project Biologist and Engineer. The Re-vegetation Contractor shall maintain the re-vegetation and erosion control areas for the **120 day Plant Establishment Period (PEP)** and the **25 month Revegetation Maintenance and Monitoring Period**. The Re-vegetation Contractor shall meet the minimum qualifications as indicated in **700-2 Licensed Re-Vegetation Contractor**.

The Re-vegetation Contractor shall also demonstrate knowledge of native vegetation and invasive weed identification associated with upland and wetland vegetation communities and non-native invasive plants. The Re-vegetation Contractor and the personnel working in the re-vegetation sites shall be familiar with re-vegetation site boundaries, the requirements of the re-vegetation effort as it pertains to them, and any other information that the Project Biologist determines is necessary for the success of the re-vegetation program (such as protection of existing adjacent upland and wetland areas).

In the event the application of pesticides or herbicides is required, it shall be done by an individual or firm possessing the pesticide and herbicide license.

700-1.7.1 General. To the City Supplement, DELETE the first paragraph in its entirety and SUBSTITUTE with the following:

4. This work shall include all the required biological monitoring and reporting of the re-vegetation and erosion control from the notice to proceed from the Engineer through acceptance of the PEP and the Revegetation Maintenance and Monitoring Period in accordance with these special provisions, as shown on the Plans, as directed by the CEQA Document and other acquired local, state, and federal permits, and the direction of the City's Mitigation Monitoring Section (MMC) via the Engineer.

700-1.7.2 Project Biologist. To the City Supplement, ADD the following:

The contractor shall retain a qualified Project Biologist to perform biological monitoring work for this contract. You must coordinate your activities and Schedule with the activities and schedules of the Biologist Monitor.

700-1.7.4 Reporting. To the City Supplement, DELETE the first paragraph in its entirety and SUBSTITUTE with the following:

Reporting. The Project Biologist shall prepare letter reports to document the completion of plant and seed installation, the Plant Establishment Period (PEP) and the Revegetation Maintenance and Monitoring Period. The letter reports shall include the following:

1. Review of the clearing, grubbing, and installation activities.
2. Success standards at the end of the PEP.
3. Success standards after one year and after completion of the Revegetation Maintenance and Monitoring Period.
4. Any remedial measures required.

Any additional reporting requirements contained in the CEQA Document, Site Development Permit, or both and the Re-vegetation Plan shall be followed.

700-1.8.1 Topsoil. To the City Supplement, DELETE the paragraph in its entirety and SUBSTITUTE with the following:

The Project Biologist shall be responsible for determining suitability of on-site topsoil material. Class B topsoil, salvaged from the project site, shall be provided and tested, as specified. Topsoil source and quality shall be approved by the Project Biologist prior to delivery and/or placement. Topsoil shall be weed free upon delivery, or treated as specified for weed eradication. Topsoil stockpiled for later installation shall not be stockpiled for more than 1 week.

If Class B topsoil is determined by the results of the soils test, as interpreted by the Project Biologist or Engineer, to be unsuitable, or if Class B topsoil is not available in a sufficient quantity to achieve the required topsoil depth, Class A topsoil shall be required.

700-1.8.4 Seed. To the City Supplement, DELETE the second sentence from the second paragraph and SUBSTITUTE the following:

Imported seed shall be mixed by the seed company and delivered to the project site in sealed containers that have been labeled by the seed company in accordance with State and Federal laws.

700-2.5 Planting. To the City Supplement, DELETE first sentence of the second paragraph and SUBSTITUTE with the following:

The Contractor shall replant unpaved areas that are disturbed by the construction activity and as recommended by the Engineer or Project Biologist.

700-2.8 Hydro Seeding. To the City Supplement, DELETE the first, second, and third paragraphs (Type 11 Mulch, Wood Fiber, and Stabilizing Emulsion), in their entirety and SUBSTITUTE with the following:

Hydroseed Mixture shall consist of:

- a) Water - Water shall be free of impurities, excess chlorine and salts. The use of purified water or filters may be required when directed. General precautions should be observed when drawing water from sources other than the irrigation main line.
- b) Seed - All seed shall comply with SSPWC Subsection 212-1.3 and all applicable City, County, State, and Federal regulations. Seed shall be thoroughly mixed by the dealer. The CONTRACTOR shall furnish dealer's guaranteed germination percentage of each variety.
- c) Additional Slurry Components- All slurry components and application rates; including, but not limited to fibers, binder, mycorrhizal inoculum and fertilizer, shall be as per the Hydroseed Mix Legend and Hydroseed Notes. Water, Seed and Slurry Mix shall be homogenously blended as per the manufacturer's instructions.

700-2.9 Container Planting. To the City Supplement, DELETE the first sentence of the third paragraph in its entirety and SUBSTITUTE with the following:

Pits for container-grown trees, 15 gallon and larger, shall be as per San Diego Regional Standard Drawing L-1, without the standpipe. Pits for container-grown plants less than 15 gallon in size, shall be as per San Diego Regional Standard Drawing L-2.

700-2.9 Container Planting. To the City Supplement, DELETE in its entirety, the sentence that reads "Native backfill material shall be placed into the bottom of the hole, moistened and tamped, and mounded slightly."

700-2.9 **Container Planting.** To the City Supplement, DELETE in its entirety, the sentence that reads “Two 21 gram plant tablets shall be added on opposite sides of the planting hole.” SUBSTITUTE the following:

Refer to 212-1.2.3 for plant tablet application.

SECTION 705 – WATER DISCHARGES

705-2.6.1 **General. Paragraph (3),** CORRECT reference to Section 803 to read “Section 703.”

705-2.6.3 **Community Health and Safety Plan.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

705-2.6.3 **Community Health and Safety Plan.** See 703-2, “Community Health and Safety Plan.”

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT J

PROPOSAL

EXHIBIT J

PROPOSAL

To the City of San Diego:

In accordance with the RFQ, the Contractors proposal, the specifications and requirements on file with the City Clerk and the Contract documents, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Arrieta Construction, Inc.

(2) Signature, with official title of officer authorized to sign for the corporation:

Wes Wise
(Signature)

Wes Wise
(Printed Name)

President
(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of CA

(4) Place of Business (Street & Number) 1100 Wagner Dr.

(5) City and State El Cajon, CA Zip Code 92020

(6) Telephone No. 619-590-0929 Facsimile No. 619-590-1202

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "GENERAL INSTRUCTIONS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A

LICENSE NO. 259145 EXPIRES 5/31/17

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000002052

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: wes@arrietaconst.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature *Wes Wise* Title President
Wes Wise

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

CALIFORNIA JURAT CERTIFICATE

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

STATE OF CALIFORNIA }

COUNTY OF SAN DIEGO}

Subscribed and sworn to (or affirmed) before me on this 4th day of February, 2016

by Wes Wise

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: *A. Parravano* (Seal)

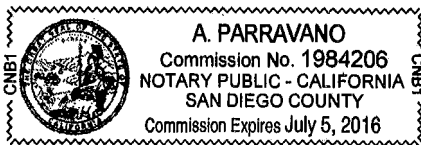


EXHIBIT K

LABOR RATES SHEET FOR “CARDINAL DRIVE STORM DRAIN REPAIR” SCHEDULE



LABOR RATES SHEET FOR "CARDINAL DRIVE STORM DRAIN REPAIR"

Labor Classification	Regular Time	Overtime	Doubletime
SUPERINTENDENT or PROJECT MANAGER	\$124.00	\$164.00	\$217.00
FOREMAN	\$115.00	\$147.00	\$183.00
OPERATOR (Operator Group 8)	\$108.00	\$143.00	\$177.00
PIPELAYER (Labor Group 4)	\$80.00	\$105.00	\$130.00
LABORER (Labor Group 1)	\$77.00	\$101.00	\$125.00
TRUCK DRIVER (Teamster Group 4)	\$81.00	\$100.00	\$125.00

Labor Rate Sheet Dated: 1.12.16

Labor Rates Include Mark-Up

EXHIBIT L

SAMPLE OF PUBLIC NOTICES



PROJECT NAME

PROJECT NAME

The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

How your neighborhood may be impacted:

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in ____ and is anticipated to be complete in ____.

Hours and Days of Operation

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

How your neighborhood may be impacted:

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in ____ and is anticipated to be complete in ____.

Hours and Days of Operation

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP

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