

City of San Diego, solely in its capacity as the designated Successor Agency to the Redevelopment Agency of the City of San Diego, a former public body, corporate and politic, herein referred to as

Successor Agency

CONTRACTOR'S NAME: Dick Miller, Inc.
ADDRESS: 930 Boardwalk, Suite H, San Marcos, CA 92078
TELEPHONE NO.: 760-471-6842 FAX NO.: 760-471-6178
CITY CONTACT: Rosa Riego - Contract Specialist, Email: Rriego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633
Robert Sutherlin/H.McLintock/Lad

BIDDING DOCUMENTS



FOR ORIGINAL



SOUTHCREST TRAILS NEIGHBORHOOD PARK

BID NO.: K-17-6733-DBB-3
SAP NO. (WBS/IO/CC): S-01071
CLIENT DEPARTMENT: 2112/2116/2117
COUNCIL DISTRICT: 9
PROJECT TYPE: CC/GB/IJ

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- > PREVAILING WAGE RATES: STATE FEDERAL
- > APPRENTICESHIP
- > THIS IS A URBAN GREENING GRANT FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA NATURAL RESOURCES AGENCY

BID DUE DATE:

2:00 PM
NOVEMBER 03, 2016
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Kurt W. Carlson

9/15/16

Seal:



1) Registered Architect
Kurt Carlson

Date

Robert C. Sutherlin Jr.

9/16/16

Seal:



2) Registered Project Engineer
Robert C. Sutherlin Jr.

Date

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All references herein to City or Agency shall be deemed to refer to the Successor Agency where necessary to identify the agency in privity of contract for the performance of this project.

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the **Successor Agency's** (City) solicitation process to acquire Construction services for **Southcrest Trails Neighborhood Park**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's website: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The Successor Agency's estimated construction cost for this project is **\$1,717,580**.
4. **BID DUE DATE AND TIME ARE: NOVEMBER 03, 2016 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The Successor Agency has determined that the following licensing classification(s) are required for this contract: A.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	8.7%
2. ELBE participation	14.3%
3. Total mandatory participation	23.0%

- 7.1. The Bid may be declared non-responsive if the Bidder fails the following mandatory conditions:
 - 7.1.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - 7.1.2. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

8. PRE-BID MEETING:

- 8.1.** Prospective Bidders are **encouraged** to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

Date: OCTOBER 13, 2016

Time: 10:00 AM

**Location: 1010 Second Avenue Suite 1400 (Large Conference Room)
San Diego, CA 92101**

Attendance at the Pre-Bid Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

9. AWARD PROCESS:

- 9.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 9.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.
- 9.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 9.4.** The low Bid will be determined by Base Bid alone plus all alternates.
- 9.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone or for the Base bid plus one or more alternates

10. SUBMISSION OF QUESTIONS:

The Public Works Department is responsible for opening, examining, responding to questions and evaluating the competitive Proposals submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Rosa Riego - Contract Specialist

OR:

Rriego@sandiego.gov

- 10.1.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 10.2.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 10.3.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

11. ADDITIVE/DEDUCTIVE ALTERNATES:

- 11.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the **total** amount proposed, including all alternate items, prior to the date of submittal. **Bids** from contractors who have not been pre-qualified as applicable and Bids that **exceed** the maximum dollar amount at which contractors are pre-qualified **may be deemed non-responsive** and ineligible for award. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 1.3. Due to the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. BIDDERS MUST BE PRE-REGISTERED with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it

desire to do so.

- 2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. RECAPITULATION OF THE WORK. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.
 - 2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. : To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3. The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
5. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 5.1. **Prior** to the Award of the Contract or 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>.
- 5.2. 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.
6. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to the Notice Inviting Bids.
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. **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	PITSo70112-01

Title	Edition	Document Number
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		

11. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall **acknowledge** the receipt of Addenda at the time of bid submission.
12. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, **without** giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the **sole** responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation **upon** the City to enter a contract.
13. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with **Unit Price** provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain **all** items necessary to fulfill all contractual conditions.
14. **SUBCONTRACTOR INFORMATION:**
- 14.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in

excess of 0.5% of the Contractor's total Bid. The Bidder shall **also** state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor **under this Contract**. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, **which** stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, **HUBZone**, and SDVOSB Subcontractors for which Bidders are seeking recognition **towards** achieving any mandatory, voluntary (or both) subcontracting participation **goals**.

- 14.2. **LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY) and the DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a **supplier or manufacturer**. If no indication is provided, the listed firm will be credited at **60%** of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 14.3. **LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note **"ALTERNATE"** and alternate item number within the description.
15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
16. **AWARD PROCESS:**
 - 16.1. The Award of this contract is contingent upon the Contractor's **compliance** with all conditions precedent to Award.
 - 16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening **and award** the Contract approximately within 7 days of receipt of properly executed **Contract, bonds, and insurance documents**.
 - 16.3. This contract will be deemed executed and effective only **upon the signing** of the Contract by the Mayor or his designee and approval as to **form the City Attorney's Office**.
17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to **Standard Specifications** for Public Works Construction, Section 2-3, "SUBCONTRACTS" in **The GREENBOOK** and as amended in the SSP which requires the Contractor to self-perform not **less than** the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

18. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
19. **ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
20. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and 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 and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
21. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 21.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 21.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 21.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 21.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed non-responsive.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 22.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2. Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 22.3. The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 22.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 22.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 22.6. The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 22.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 22.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

23. BID RESULTS:

- 23.1. The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 23.2. To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

24. THE CONTRACT:

- 24.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 24.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. 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.

- 24.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
 - 24.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
 - 24.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder 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.
25. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder 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 (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
26. **CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 26.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 26.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

- 26.5. 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.
 - 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
27. **PRE-AWARD ACTIVITIES:**
- 27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
 - 27.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Dick Miller, Inc., a corporation, as principal, and
The Ohio Casualty 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
**One Million Six Hundred Fifty Nine Thousand Nine Hundred Fifty Six Dollars and Zero
Cents (\$1,659,956.00)** for the faithful performance of the annexed contract, and in the sum of
**One Million Six Hundred Fifty Nine Thousand Nine Hundred Fifty Six Dollars and Zero
Cents (\$1,659,956.00)** for the benefit of laborers and materialmen designated below

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of 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.

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

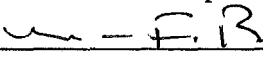
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated December 7, 2016

Approved as to Form

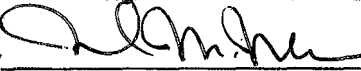
Dick Miller, Inc.

Principal

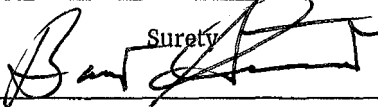
By 
Glen F. Bullock
President

Printed Name of Person Signing for Principal

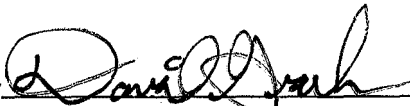
Mara W. Elliott, City Attorney

By 
Deputy City Attorney

The Ohio Casualty Insurance Company

By 
Attorney-in-fact Bart Stewart

Approved:

By 
David Graham
Deputy Chief Operating Officer

760 The City Drive South Ste. 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

714-634-5732

Local Telephone No. of Surety

Premium \$ 13,833.00

Bond No. 024070477

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. 0280549

American Fire and Casualty Company
The Ohio Casualty Insurance Company

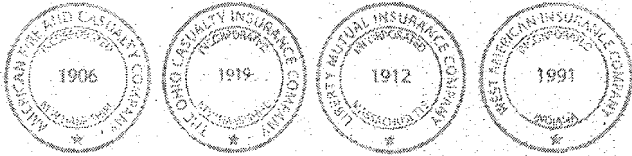
Liberty Mutual Insurance Company
West American Insurance Company

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, Bart Stewart; Brittany Aceves; Molly Cashman

all of the city of Encinitas, 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 11th day of September, 2013.



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

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

STATE OF WASHINGTON ss
COUNTY OF KING

On this 11th day of September, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty 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 Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, 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 Gregory W. Davenport, 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, David M. Carey, 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 7th day of December, 2016.



By: David M. Carey
David M. Carey, 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.

ALL- PURPOSE CERTIFICATE OF 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 }

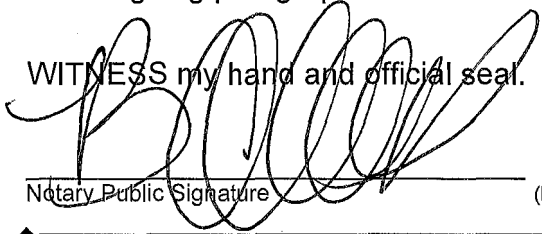
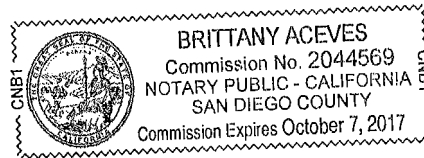
County of San Diego }

On 12/07/2016 before me, Brittany Aceves, Notary Public,
(Here insert name and title of the officer)

personally appeared Bart Stewart,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (S) 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.

Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 December 9, 2016 before me, Rachel Brecht, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Glen F. Bullock
Name(s) of Signer(s)

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), of 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 Rachel Brecht
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** This project will transform a 2.6 acre urban corridor into a neighborhood park. Improvements will include grading, construction of a skate park, basketball court, picnic table areas and covers, several playgrounds, pedestrian paths, lighting, landscape and irrigation.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **39662-1-D** through **39662-68-D**, inclusive.
2. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,717,580.00**
3. **LOCATION OF WORK:** The location of the Work is as follows:

North of Beta Street and the alleyway between 38th Street and Birch Street to the west, along the south side of Chollas Creek in the Southcrest area of San Diego.
4. **CONTRACT TIME:** The Contract Time for completion of the Work, including a 90-day Plant Establishment Period, shall be **211 Working Days**.
 - 4.1. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid, appropriate licenses at the time that the Bid is submitted. Failure to possess the specified licenses may render the Bid as **non-responsive** and ineligible for award.
 - 4.2. The City has determined that the following licensing classifications are required for this contract:
 - CLASS A

ATTACHMENT B
INTENTIONALLY LEFT BLANK

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, 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, gender identity, gender expression, 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.

ATTACHMENT D
PREVAILING WAGES

PREVAILING WAGE RATES

1. **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.
 - 1.1. **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.
 - 1.1.1. 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.
 - 1.1.2. 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.
 - 1.2. **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.

- 1.3. 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.
- 1.3.1.** 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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.
- 1.7. 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."
- 1.8. 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.

- 1.9. 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.
- 1.9.1.** 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.

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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 3:30 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 30% of the base bid **AND** 30% of any alternates..

2-4.1 Bond Payments. To the City Supplement, ADD the following:

3. The Lump Sum shall constitute full compensation for all bonds necessary to perform the work, as shown on the plans and contract documents. This includes, but is not limited to application, submittals, and subsequent responses associated with any permit, and no additional compensation will be allowed therefor.

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>

ADD:

2-5.3.5 Samples and Mock-ups. Contractor shall provide samples of the following materials in the quantities required for approval by the **engineer**. Materials shall be delivered 60 days minimum prior to their incorporation **into** the work.

- 1) Concrete paving with broom finish (4-ft. X 4-ft.), **expansion joints**, animal imprints, and scoring lines
- 2) Snake wall (1'-2' LF) including the stain and sandblasting.
- 3) Cobble mulch for planter areas.
- 4) Decomposed Granite
- 5) Playground Sand
- 6) Fibar Playground Mulch

2-5.4.2 Asset Specific Redlines.

- 1. Irrigation system Red-lines. ADD the following:
 - 21. Provide as-built dimensions for all installed **remote control valve wire, flow sensor wire and master valve wire**. **Include** number of spare wires at each location, and wire splice **locations** (if located other than inside remote control valve boxes **and** pull boxes).
 - 22. Provide dimensions for all new pressure line **tie in** locations to existing mainline.

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:
 - a) Update Geotechnical Evaluation dated **November 6, 2015** by Geocon Incorporated.

- b) Addendum to Update Geotechnical Evaluation dated July 25, 2016 by Geocon Incorporated.
 - c) Addendum No. 2 to Update Geotechnical Evaluation dated September 12, 2016 by Geocon Incorporated.
5. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/>

2-9.1 Permanent Survey Markers. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Pursuant to Division 3, Chapter 15 of the Business and Professions Code, you 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.
- 2. Monument Preservation shall be performed by the City’s Construction Management and Field Services (CMFS) Division on all Projects, unless permission is obtained for these services in writing by CMFS.
- 3. You 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. CMFS shall do the following:
 - 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.
 - c) File a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

2-9.2 Survey Service. DELETE in its entirety and SUBSTITUTE with the following:

- 1. Prior to the start of construction, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the survey services for the Project.
- 2. You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

3. Survey stakes shall be set and stationed by you for **curbs**, headers, water mains, sewers, storm drains, structures, rough **grade**, and any other structures and appurtenances that are needed for the Project. A corresponding cut or fill to finished grade (or flow **line**) shall be indicated on a grade sheet.
4. Surveys performed shall list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California **Coordinate System** of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, **along with** a completed calibration sheet (blank form will be supplied by City **Surveys**). The vertical datum used shall be NGVD 29 in accordance with **the City** of San Diego Vertical Bench Book.
5. You shall preserve construction survey stakes, **control points**, and other survey related marks for the duration of the Project. **If any** construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the Engineer at **your expense**.

2-9.2.1

Survey Files.

1. All Computer Aided Drafting (CAD) Work shall be **done in** accordance with the City of San Diego's Citywide Computer Aided **Design** and Drafting (CADD) Standards and shall be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).
2. All survey files shall be completed in accordance **with the** City of San Diego's Citywide CADD Standards and shall **adhere** to the City's Microstation level and attribute structure.
3. The survey file deliverable will be either one Master **.dgn file** containing all xref's in geospatially referenced (and attached) **models or** one Master dgn with all xref's geospatially referenced (and attached) **as dgn files**. Resource files may be sent to you if requested.
4. Survey files shall include, but shall not be limited to, **the following** items:
 - a. Street center line and (record width) right-of-**way** lines.
 - b. Project geometry (.alg) files (this will be **generated** for use in InRoads).
 - c. 3D surface model (.dtm, break line and spot **elevation**) file.
 - d. Spot elevations of the new utility main **at** each intersection, midblocks, and for any change in grade.
 - e. Monuments.
 - f. Curb lines (top curb and gutter).
 - g. All other appurtenances including but not **limited to** water valves, meters, vaults, manholes, fire hydrants, **utility boxes**, cleanouts, and poles.

5. You shall use the survey information to produce red-lines drawings as described in Section 2-5.4 "Red-lines and Record Documents."

2-9.2.2 Submittal.

1. Survey files shall be submitted in accordance with 2-5.3, "Submittals" and 2-5.4, "Red-Lines and Record Documents". You shall provide the Survey Files, proposed Drawings, and/or Red-line Drawings on a CD/DVD to the Engineer and shall post the Survey Files, proposed Drawings, and/or Red-line Drawings to the following website:

ftp://ftp.sannet.gov/IN/SURVEYS/

2. After the documents have been posted to the website, you shall send a confirmation email, which includes the hyperlink to the website, to the Engineer and to SurveyReview@sandiego.gov.
3. All survey Work and submittals which reveal non-compliance with the requirements of the Construction Documents shall be corrected as deemed necessary by the Engineer and the cost of the corrections to your survey submittals shall be at your expense.

2-9.2.3 Payment.

1. The payment for survey services Work shall be included in the lump sum Bid item for "Survey Services".

2-14.3 Coordination. To the City Supplement, ADD the following:

1. Other adjacent City projects may be scheduled for construction for the same time period in the vicinity of Beta alleyway. The approximate location is the alleyway adjacent to the southern boundary of this project. Coordinate the Work with the adjacent projects as listed below:
 - a) Beta Street Alley, Michael Ramirez, RamirezM@sandiego.gov (619-533-4111)
 - b) Chollas Creek Vector SDP, Gene Matter, RMatter@sandiego.gov (619-527-7506)
 - c) Slurry Seal Group 1701, Janice Jaro, JJaro@sandiego.gov (619-527-8075)

2-15 TECHNICAL STUDIES AND DATA. To the City Supplement, ADD the following:

3. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Priority Development project (PDP) Storm Water Quality Management Plan dated September 13 26, 2016 by Nasland Engineering.

4. The reports listed above are available for review by **contacting** the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-15%20TECHNICAL%20STUDIES%20AND%20DATA/>

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.

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

14. You shall submit your list of proposed substitutions **for an "equal" item no less than 15 Working Days prior to the Bid due date** and on the City's Product Submittal Form available at:

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

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, you shall **employ** and pay for the services of a qualified third party independent laboratory to **perform** the required testing. An Allowance will be provided.

4-1.10 Foreign Materials. To the City Supplement, **DELETE** in its entirety and **SUBSTITUTE** with the following:

1. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point **in California**, unless otherwise specified. Quality Control and related testing **shall** be performed to all applicable specified US standards. **Manufacturer's** testing and staff certification shall be traceable to a United States **regulatory** agency. Retain the materials for a sufficient period of time to permit **inspection**, sampling, and testing. You shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or **during** transport to the United States.

SECTION 5 - UTILITIES

5-2 PROTECTION. ADD the following:

1. You shall repair or replace traffic signal and lighting system equipment within 72 hours after notification of defects by the Engineer.

2. While working in or around meter boxes, you shall protect in place all Advanced Metering Infrastructure (AMI) devices attached to the water meter or located in or near water meter boxes, coffins, or vaults. This includes any antenna installed through the meter box lid.
 - a) Avoid damaging the antenna, cable, and endpoints when removing the meter box lid and when disconnecting AMI endpoints from the register on top of the water meter.
 - b) If meters or AMI devices need to be removed or relocated, the AMI endpoints shall be reinstalled with the Encoder/Receiver/Transmitter (ERT) pointing upwards.
 - c) Because the AMI equipment is uniquely matched to each service location and to specific meter serial numbers, any AMI devices that are removed or disconnected shall be reinstalled on the same service lateral as well as to the same meter serial number it was attached to originally.
 - d) Do not change or modify the lid if the lid has an antenna drilled through it.
 - e) If you encounter damaged, disconnected, buried, or broken AMI endpoints, cables between the registers, antennae, lids, or ERTs, notify the Engineer within 24 hours.
 - f) Any AMI equipment damaged by you shall be repaired or replaced by City Forces at your expense.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

The 90 Calendar Days for the Plant Establishment Period is included in the stipulated Contract Time.

ADD:

6-8.1.3 Site Observation Visits. Observations herein specified shall be made by the Resident Engineer, Parks and Recreation Representative and Project Manager. The Contractor shall request site observations 48 hours minimum in advance of the time observation is required.

Site observations shall be required for the following parts of the work (completed portions of work shall be combined for single observation visit whenever possible):

- 1) Review of paving and site furnishings.
- 2) Review and tagging of trees.
- 3) Review and approval of layout of concrete formwork.
- 4) Review of existing irrigation systems, operation and coverage.

- 5) Review existing irrigation systems following completion of replacement of the existing system remote control valve DC-latching solenoids with new AC-latching solenoids and wires installed into new controller terminal strip, and coordination with City Engineer of run times for these on the new controller.
- 6) Review and approval of all proposed locations of sleeves, conduits, control wire routing, pressure supply line, manual and automatic control valves (manifold locations), pull boxes, automatic controller and sprinkler heads.
- 7) Review of irrigation controller installation and operation of automatic valves, rain sensor and flow sensor.
- 8) Review of irrigation mainline, lateral line pressure tests.
- 9) Review of irrigation swing joint assembly installation.
- 10) Sprinkler coverage tests (provide automation from controller at time of test).
- 11) Incorporation of soil conditioner and fertilizer into the soil and upon completion of fine grading prior to planting.
- 12) Upon delivery of plant materials to the project site.
- 13) When trees and shrubs are spotted in place for planting, but before planting holes are excavated. Where trees are proposed to be located within existing rotor irrigation zones, they must be spotted by the Landscape Architect according to providing sufficient distance from rotors.
- 14) When all specified work, except the maintenance period has been completed. Acceptance and written approval of completed work shall establish the beginning of the maintenance and plant establishment period.
- 15) At the completion of the maintenance and plant establishment period. This final site observation visit shall establish the beginning date for the plant material guarantee period.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

The insurance provisions herein shall 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 shall 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. The payment for insurance shall be included in the Contract Price as bid by you. 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 shall 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 shall 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 shall 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 shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall 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 shall 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 shall be outside the limits of the policy.

7-3.2.5 Contractors Builders Risk Property Insurance.

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall 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 shall 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 shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, false work, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds thereunder shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, 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 shall 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 shall 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 shall 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 shall be entitled to 100% of its loss. You shall 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 shall be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies shall 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 shall 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 shall 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 shall 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.

1. You shall 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.

2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall 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.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall 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 shall 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 shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies shall 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 shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall 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 shall 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.

7-3.5.5 Builders Risk Endorsements.

7-3.5.5.1 Waiver of Subrogation. The policy or policies shall 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 desires 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 shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any such partial use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.

7-3.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall 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 shall 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 shall 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), and etc.) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.

- 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 shall:
- 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 shall 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 shall 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 requires 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 shall 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 shall 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.

7-5 PERMITS, FEES, AND NOTICES. To the City Supplement, ADD the following:

The City will obtain, at no cost to you, the following permits:

1. Right-of-Way permit for work within the City right-of-way.

7-8.6 Water Pollution Control. ADD the following:

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

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

5. The Contractor is responsible for provide visual warning and control around the perimeter of the work

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. The intersection of Birch Street and Beta Street.

7-10.2.6 Measurement and Payment. To the City Supplement, DELETE this section in its entirety.

7-10.4.3 Use of Explosives. ADD the following:

Explosives: Use of explosives will not be permitted.

7-10.5.3 Steel Plate Covers. Table 7-10.5.3 (A), REVISE the plate thickness for 5'-3" trench width to read 1¾".

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, Paragraph (4), Sentence (3), 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 shall work with you to inform the **public** (which includes, but shall not be limited to, property owners, renters, homeowners, business owners, recreational users, and other **community** members and stakeholders) of construction impacts. Your **efforts** 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 shall** 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.
4. 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 internal public contact tracking system.
5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the **award** of the Contract if any of the following apply:
 - a) Your contact information is made available on any outreach materials.
 - b) You will be the primary point of contact to **resolve** project related inquiries and complaints.
6. Electronic Communication.
 - a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
 - b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.

- c) Copies of email communications shall be saved **individually** on to the City's internal public contact tracking system in an Outlook Message Format (*.msg).
- d) All graphics, photos, and other electronic **files** associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

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, and 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 internal public contact tracking system 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 internal public contact tracking system copies of all written, electronic, and verbal communications and conversations with the public.

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

- 1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".

2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) 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, 1¼ inch (31.8 mm) 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 Appendix.

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 the 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, uninvited members of the media **may** show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, 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 that 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 visits from members of the media **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.

1. The payment for the community outreach services **shall be** included in the Contract Price.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.1 General. ADD the following:

The contract price paid for Remove and Dispose Asphalt **Concrete** will include removal and proper disposal of existing asphalt concrete **and** shall include full compensation to furnish and maintain equipment and **devices** necessary to remove the existing asphalt concrete to allow for **project** construction in accordance with the contract documents. This includes, **but** is not limited to,

furnishing all labor, materials, and equipment to demolish the asphalt, remove all material from the site, and prepare the site for new construction per these documents, and no additional compensation will be allowed therefor.

9-3.2.5 Withholding of Payment. To the City Supplement, item 1, subsection 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".

9-3.4.1 Payment. To the City Supplement, ADD the following:

Mobilization shall consist of all other work and operations which must be performed or costs incurred prior to beginning work on the various Contract items on all project sites. Posting of all OSHA required notices and establishment of safety programs.

No additional compensation will be allowed for additional mobilizations required, including but not limited to delays caused by the relocation of existing utility facilities shown on the Plans or discovered during construction operations.

9-3.5 Field Orders. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Successor Agency will pay Field Order items for additional services requested in the field per the Successor Agency. Work may include, but is not limited to furnishing material and services to complete additional tasks requested by the engineer. The amount shall not exceed the contract amount of thirty thousand (\$30,000) and shall only be used if authorized by the Successor Agency prior to work being performed.

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. To the City Supplement, subsection c), item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2) In the event of an overrun of Contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period shall be determined using the California Statewide Crude Oil Price Index in effect on the first business day of the month within the pay period in which the overrun began

ADD the following:

- e) This Contract **is not** subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

ADD:

9-5 BID ITEM DESCRIPTIONS.

24' Shade Shelter (Bid Item 28) Each.

Payment for Shade Structure shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all work involved to install the shade structure as shown on the plans and as specified in these specifications to the satisfaction of the Engineer, complete and in place, and no further compensation is allowed therefore.

Install Park Equipment (Bid Item 29) Lump Sum.

Payment for Install Park Equipment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all work involved to install the park equipment (including but not limited to benches, tables, dog stations, bike rack, grills, trash and recycle receptacles, bollards, and drinking fountains) as shown on the plans and as specified in these specifications to the satisfaction of the Engineer, complete and in place, and no further compensation is allowed therefore.

Install Play Equipment (Bid Item 32) Lump Sum.

Payment for Install Play Equipment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all work involved to install the play equipment (including but not limited to fossils, fitness equipment, playground boulders, play sculptures, and basketball hoops) shown on the plans and as specified in these specifications to the satisfaction of the Engineer, complete and in place, and no further compensation is allowed therefore.

Sand (Bid Item 38) Cubic Yards.

Payment for Sand shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all work involved to install sand shown on the plans and as specified in these specifications to the satisfaction of the Engineer, complete and in place, and no further compensation is allowed therefore.

SECTION 200 – ROCK MATERIALS

200-2.7.1 General. ADD the following:

Disintegrated granite shall be 4" depth stabilized 'California Gold' by Southwest Boulder and Stone, or approved equal. Soil stabilizer shall be TechniSoil by Southwest Boulder and Stone, or approved equal.

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1.1.2 Concrete Specified by Class and Alternate Class. ADD the following:

The concrete class and maximum slump for the various items of concrete work shall be as specified in the table under Subsection 201-1.1.2 of the Standard Specifications with the following additions or modifications:

<u>Item</u>	<u>Concrete Class Max. Slump (in.)</u>	
Concrete (sidewalk, driveways)	560-C-3250	4-inch (Must be certified by truck ticket)
Concrete Curb	560-C-3250	4-inch
Concrete Street Section	560-C-3250	3-inch
Concrete Base	520-C-2500	4-inch

201-1.1.4 Concrete Specified by Compressive Strength. ADD the following:

In accordance with approved mix design, minimum allowable compressive strength for the Minimum Skate Park Compressive Strength at 28 days is 4,000 psi for the skate park (as marked per plan). Forward two copies of design mix to CITY and ENGINEER for approval.

201-1.2 Materials. ADD the following:

Batched, mixed and transported in accordance with ASTM C94 – Specifications for Ready Mixed Concrete.

201-1.2.4 Chemical Admixtures. ADD the following:

No admixtures without approval. Introduce admixtures in quantities and according to methods recommended by admixture manufacturer. Add air-entraining agent to concrete as scheduled.

Depending upon weather conditions at time of placing, ASTM C 494, Type D (water-retarding) or Type E (water-reducing, accelerating) may be used if approved by CITY and/or ENGINEER.

201-1.3.3 Concrete Consistency. ADD the following:

In accordance with approved mix design. Minimum allowable compressive strength at 28 days is 4000 psi for the skate park (as marked per plan).

201-2.2.1 Reinforcing Steel. ADD the following:

Steel Reinforcement: Conforming to ASTM A615, Grade 60, clean and free of rust, dirt, grease or oils.

Welded Steel Reinforcement: Deformed low-alloy steel, ASTM A706, carbon content not exceeding 0.30% and manganese content not exceeding 0.60%. Identify and tag with manufacturer's heat identification number.

Supports for Reinforcement: Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars in place.

Fabricate to sizes, shapes, and lengths detailed in accordance with requirements of ACI 318 and ACI 315.

ADD:

201-2.4.5 Tie Wire. Tie wire shall be 16 gauge, black annealed.

201-2.4.6 Reinforcing Supports. All horizontal reinforcing shall be supported on approved chairs or supports to the specified height and locations.

201-3.4 Type "A" Sealant (Two-part Polyurethane Sealant). ADD the following:

All finished concrete surfaces shall have a 1/2" continuous expansion joint at locations indicated on the plans and notes and shall be located either parallel or perpendicular to the curb line. When not otherwise indicated all expansion joints located adjacent to colored or stained concrete shall be sealant Type "A" colored to match the color of the concrete surface.

Contractor shall provide joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.

Contractor shall submit product data from the manufacturer of each joint sealant product required, including instructions for joint preparation and joint sealer application. Contractor shall also submit samples for initial selection purposes in form of manufacturer's standard bead samples, consisting of strips of actual products showing full range of colors available, for each product exposed to view. Samples shall be submitted to Engineer. Submit complete schedule of type (and location where type is to be used) of each sealant.

Contractor's installer shall be capable of doing a completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.

Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

Provide color selections made by Engineer from manufacturer's full range of standard colors for products of type indicated. Sealant color parallel to curb line shall match color of adjacent paving as specified in Section 201-1.2.4(a) of these Special Provisions.

201-3.9 Test Report and Certification. ADD the following:

For Expansion Joint Fill Material, you shall submit one 12-inch length to CITY for approval. See plans for details.

SECTION 202 – MASONRY MATERIALS

202-3.2.1 General. ADD the following:

Grout and Dry Pack Should use Non-Shrink, Non-Metallic: U.S. Grout Corp or equal. "Five Star Grout" ASTM C-877, C-191, and C-109, 5,000 PSI.

SECTION 206 – MISCELLANEOUS METAL ITEMS

206-1.1.2 Certification. ADD the following:

Welding shall be done only by certified welding operators currently qualified according to AWS D1.1.

Provide at least one person who shall be present at all times during execution of this portion of the Work, and who shall be thoroughly familiar with the type of materials being installed, the referenced standards, the requirements of this Work, and who shall direct all work performed under this Section. Welds indicated may be made in shop or field with approval.

206-1.2 Structural Steel. ADD the following:

2" Round Steep Pipe Coping / Skate Rail	(2" Rd A-36, Hot Rolled)
5" C-Channel Steel Tray Coping Hot Rolled Steel)	(5" x 1.750" x 0.190 Channel A-36)
5" Protective Steel Face Plate Rolled)	(5" x 3/16" A-36 Steel Flat, Hot)
2" x 4" Steel Plate Rolled)	(2" x 3/16" A-36 Steel Flat, Hot)

SECTION 207 – PIPE

207-17.2.3 Pipe Manufacturer. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. PVC products, C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.

SECTION 210 – PAINT AND PROTECTIVE COATING

210-1.4 Paint Materials. ADD the following:

Provide manufacturer's highest-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.

The manufacturer's proprietary product names, as shown on plans to designate colors or materials, does not imply that equivalent products of other manufacturers cannot be substituted. Furnish manufacturer's material data and certificates of performance for all proposed products.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

ADD:

212-1.2.3.1 Pre-plant Fertilizer for Planted Areas. Pre-plant fertilizer shall be a fast-release, 6-20-20 commercial, dust-free, homogeneous pellet fertilizer having the following guaranteed analysis:

- Nitrogen 6%
- Phosphorus 20%
- Potassium 20%

212-1.2.3.2 Post-plant Fertilizer. Post-plant fertilizer shall have 5-3-1 NPK analysis with 50% humus, 15% humic acids, soil strain bacteria, micronutrients, and 1% soil penetrant. 'Gro-Power Plus' or equal.

212-1.2.4 Organic Soil Amendment. ADD the following:

Type 4 organic soil amendment shall be a blended soil conditioner consisting of an organic-based conditioner, prepared by mixing a light, friable, siliceous material with nitrogen-fortified, finely ground bark, wood chips and/or saw dust. The material shall contain a long-lasting form of iron and shall have the following analysis:

Table 212-1.2.4 (B)

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
Total Nitrogen	0.5%		
pH	4.6 to 6.8		04.11-A 1:5 Slurry pH
Salinity (Ece)	less than 2.0		
Organic Matter	-85% min	% dry weight basis	05.07-A Loss-on-ignition Organic Matter Method (LOI)
Stability	≤ 8	mg CO ₂ /g OM/day	05.08-B carbon Dioxide Evolution Rate

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
Maturity	> 80% emergence	average % of control	05.05-A Germination and vigor
Pathogens			
Fecal coliform	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.01-B Fecal coliforms
Salmonella	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.02 Salmonella
Heavy Metal	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.13(a) Tables 1 and 3.	04.06-Heavy Metals standards, and Hazardous Elements.
Particle Size:	<u>Percent Passing</u> 100% 100% 83% 31%	9.50 mm screen 6.35 screen 2.38 screen 0.50 screen	02.02-B Sample Sieving for Aggregate Size Classification

This mulch shall be treated with a non-ionic wetting agent 'Sarvon' or approved equal.

Material shall be equal to or better than "Loamex" or 'BFI Organics' "Organo-Life" soil amendment.

212-1.2.5

Mulch. Replace note a thru j with the following:

- (a) Type 1 mulch (fir or redwood bark chips), shall be used and shall be fir or redwood "walk-on" bark, available from Sequoia Forest Products (209) 591-2000, or equal.
- (b) Type 2 mulch (rock), shall be used and shall be 4"-10" 'Mission' cobble by Southwest Boulder and Stone, or equal.

212-1.4.1

General. DELETE in its entirety and SUBSTITUTE with the following:

Plants shall be inspected and approved by the Engineer prior to planting.

All plants shall have a growth habit normal to the species and shall be sound, healthy, vigorous and free from insect pests, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other objectionable disfigurements. All plants shall have normal well-developed branch systems, and vigorous and fibrous roots systems which are neither root- nor pot-bound and are free of kinked or girdling roots.

No pruning shall be done prior to inspection at the nursery.

- 1) Nomenclature. The scientific and common names of plants herein specified conform to the approved names given in "A Checklist of Woody Ornamental Plants in California," published by the University of California, Division of Agricultural Sciences, Manual 32, (1963). (See list of plant materials on drawings).
- 2) Labeling. Each group of plant materials delivered on site shall be clearly labeled as to species and variety. However, determination of plant species or variety will be made by the City and the decision will be final. All patented plants (cultivars) required by the plant list shall be delivered with a proper plant patent attached.
- 3) Quality and size. Plants shall be in accordance with the California State Department of Agriculture's regulations for nursery inspections, rules and grading.

The Resident Engineer is the sole judge as to acceptability for each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing any signs of decline or lack of vigor are subject to rejection.

- 4) The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the Special Conditions or drawings. Plants larger in size than specified may be used with the approval of the Resident Engineer, but the use of larger plants will make no change in contract price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.
- 5) Rejection or substitution. All plants not conforming to the requirements herein specified, shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of the work and replaced with new plants by the Contractor, at his expense.
- 6) Right to changes. The City reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes does not exceed the cost of plants in the original bid, and with the provision that the Contractor shall be notified, in writing, at

least thirty (30) days before commencement of planting operations.

- 7) Pruning. At no time shall the trees or plant materials be pruned, trimmed or topped prior to delivery, and any alteration of their shape shall be conducted only with the approval and in the presence of the Resident Engineer.
- 8) Handling and protection. All plants at all times shall be handled and stored so that they are adequately protected from drying out, from wind burn, or from any other injury. Any plant determined by the Resident Engineer to be wilted shall be rejected at any time during this project, whether in the ground or not. All plants shall be handled solely by their containers. Any plant that has been handled by its stem or trunk shall be rejected. The Contractor's on-site plant storage area shall be approved by the Resident Engineer prior to the delivery of any plant material.
- 9) Guarantees. All trees shall be guaranteed for one (1) year from final acceptance of project (at the completion of the plant establishment and maintenance period). All other plant material shall be guaranteed for six (6) months from final acceptance.

212-1.5.3 Tree Stakes. ADD the following:

Tree stakes shall be of lodgepole pine and shall be straight shafts, shaved and cut clean and bare of branches and stubs, of uniform thickness with a minimum diameter of 2 inches, and free of loose knots, splits or bends. Stakes shall be ten (10) feet in length.

Tree ties shall be self-cinching vinyl plastic commercial ties, black in color, and twenty (20) inches minimum long. V.I.T. cinch-tie, wonder tree tie, or equal.

ADD:

212-1.10 Filter Fabric. Filter fabric shall be non-woven type, fully stabilized UV-resistant and shall prevent soil particles from clogging, entering or blocking subsurface perforated pipe drains.

212-1.11 Weed Barrier Fabric. Weed barrier fabric shall be 2.8 oz. polypropylene, UV-treated fabric.

212-1.12 Boulders. Boulders shall meet the height, length, and width requirements specifications found on the plans.

212-2.2.9 Flow Sensing Device. ADD the following:

3. The flow sensing wire shall be of the type and sizes as specified by controller manufacturer or equal.

212-2.2.11 Locking Valve Cap. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The locking valve cap installed on manual valve access sleeves shall be Molded high-impact plastic body with locking brass hinged covers that allows solvent welding to 2" PVC pipe as manufactured by Weathermatic 906L or approved equal.

212-2.4 Sprinkler Equipment. ADD the following:

Bubbler heads shall have fixed output and pressure compensating control.

Heads used for modifications/repairs shall match the equipment manufacturer, model and performance characteristics on the irrigation zone attached to.

ADD:

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

1. Trench marker tape shall be installed in accordance with Standard Drawing SDM-105, "Warning/Identification Tape Installation".

SECTION 213 – ENGINEERING FABRICS

ADD:

213-2 FIBAR PLAYGROUND MULCH.

213-3.1 General. Fibar Playground Mulch shall be "Playground Chips" by Family Tree (951)-471-4040 or approved equal.

Fiber shall be non-toxic, and should not contain paint, chemicals, or additives. It shall contain minimal bark, and shall be free of twigs, leaf debris, and other organic material. Product shall be manufactured of size-controlled softwoods and or hardwoods which average 1"-2" in length and contain a maximum of 15% fines to aid in compaction.

Surfacing shall be IPEMA-CERTIFIED Engineered Wood Fiber. Standard wood chips or bark mulch will not be acceptable. Supplier must provide test results for Engineered Wood Fiber for impact attenuation in accordance with ASTM F 1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment. Results must be provided for new and for 12-year-old Engineered Wood Fiber material.

Testing of Engineered Wood Fiber in accordance with ASTM F 1292 must show G-max values of less than 155G for the 8" thick system, or 120G for the 12" system at 12' drop heights, and HIC values of less than 1,000 for both new and 12-year-old material.

Supplier must provide test results for the Engineered Wood Fiber in accordance with ASTM F 2075 Specification for Engineered Wood Fiber For Use as a Playground Safety Surface Under and Around Playground Equipment.

213-3.2 Payment. Payment for this item shall be at the Contract Unit Price per cubic yard (CY) and shall include all work as described in Section 9-5 for this bid item.

SECTION 300 – EARTHWORK

300-1.1 General. ADD the following:

Clearing and grubbing shall also include the removal and disposal of all miscellaneous concrete, pavement, pipes, hardware, timber, rubble or any other objectionable material encountered beneath the ground surface as a result of grading or trenching operations connected with the construction of the project improvements.

Clearing and grubbing shall also include the removal, relocation, adjusting, or salvaging of all facilities so indicated on the plans.

In addition to the above items, clearing and grubbing shall include, but not limited to the following items as shown on the plans or specified in these Special Provisions:

Provide continuous pedestrian and driveway access adjacent to the project area, and as directed by the Resident Engineer.

Removal and disposal of pipe, ditches, protection posts, guardrail, inlets, trees, stairways, and any additional items not specifically mentioned which may be found within the work limits.

Clear tree roots for 6" below sidewalk, where tree roots are the cause of damages.

Any asphalt pavement material removed during clearing operations should be properly disposed at an approved off-site facility. Concrete fragments which are free of reinforcing steel may be placed in fills, provided they are placed in accordance with these specifications.

300-1.3.1 General. ADD the following:

Section 4216/4217 of the Government Code requires a Dig-Alert identification number be issued at least two (2) working days prior to a "Permit To Excavate" will be valid. For your Dig-Alert identification number, Contractor shall call the following Underground Service Alert, services, and utilities:

Underground Service Alert	1-800-422-4133
Police	531-2000
Streets	527-7500
Drainage	527-7500
Water and Sewer	1-800-422-4133
San Diego Gas & Electric	239-7511

300-1.3.2 Requirements. To paragraph a, DELETE in its entirety and SUBSTITUTE with the following:

- (a) Bituminous pavement shall be cut and removed in **such** a manner so as not to tear, bulge or displace adjacent paving by use of sawcutting, rockwheel, jackhammer or milling machine. Wheel **type** pressure cutters and drop hammer cutters will not be permitted for final edge cut. Sawcutting of edges to be joined is required. **Where only** the surface of existing bituminous pavement is to be removed, the **method** of removal shall be approved by the Engineer, and a minimum **laying** depth of 25 mm (1 inch) of new pavement material shall be provided **at the join line**. Where bituminous pavement adjoins a trench, the edges **adjacent** to the trench shall be trimmed to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

ADD the following:

- (f) Miscellaneous materials: Buried pavements and **other** materials, old subsurface pavements and other materials such as **concrete** planters, and other materials encountered under existing pavements, which are within designated excavation areas on the demolition plans **shall** be removed.
- (g) The work includes demolition of removal (unclassified demolition) of all materials and facilities indicated or specified. Do **not** begin demolition until authorization is received from the Resident Engineer. Remove rubbish and debris daily, unless otherwise directed. **Store** materials that cannot be removed daily in areas specified by the Resident Engineer.
- (h) Dust control: The Contractor shall take appropriate **action** to check the spread of dust to avoid the creation of a nuisance in the surrounding area. Do not use water if it results in hazardous or **objectionable** conditions, such as flooding, or pollution. Comply with all dust **regulations** imposed by local air pollution agencies.
- (i) Personnel: Where pedestrian and driver safety is **endangered** in the area of removal work, use traffic barricades with **flashing lights**. Notify the Resident Engineer prior to beginning any such work.

ADD:

300-1.3.3 Execution.

- (a) Paving: Remove concrete and asphaltic concrete **paving** as indicated to a depth as indicated or required to complete construction shown on plans.

- (b) Re-use of materials and equipment: Carefully remove and store materials and equipment indicated to be re-used or relocated to prevent damage, and reinstall as the work progresses.
- (c) Salvaged Materials and Equipment: Contractor to carefully remove materials and equipment that are designated to be removed on the plans.

300-1.4 Payment. To the City Supplement, item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2. Payment for existing pavement removal and disposal of up to 12 inches thick, within the excavation e.g., trench limits, shall be included in the Bid item for the installation of the mains or the Work item that requires pavement removal.

ADD the following:

- 1. Payment for Clearing and Grubbing shall be included in the lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing demolition as shown on the plans and as specified and as directed by the Resident Engineer, including the removal and disposal of all the resulting materials.

300-2.9 Payment. DELETE in its entirety and SUBSTITUTE with the following:

Unclassified Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidents, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the Resident Engineer.

The contractor shall be required to prepare their own earthwork for bidding and construction purposes. Any reference to earthwork quantities on the plans is strictly for bonding or permitting purposes and shall not be used by the contractor for a price basis. No additional compensation for excavation, embankment, import, or export of material shall be allowed. The Contractor may stockpile material; however, no separate payment will be made for excavating material from an optional stockpile and placing it in its final position.

Payment for Unclassified Excavation shall be included in the lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the Resident Engineer.

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

301-1.3 **Relative Compaction.** To the City Supplement, ADD the following:

DG placed throughout the park shall be compacted to a minimum density of 95% relative compaction.

301-1.7 **Payment.** To the City Supplement, DELETE the last paragraph and ADD the following:

The price paid for delivery and compaction of the DG surface will be included in the unit bid price for "Install 4-inch DG Surface".

SECTION 302 – ROADWAY SURFACING

302-3 **PREPARATORY REPAIR WORK.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 **PREPARATORY REPAIR WORK.**

1. Prior to the placement of asphalt concrete or the application of slurry, you shall complete all necessary preparation and repair Work to the road segment.
2. Unless otherwise specified, preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, and removal of pavement markings.
3. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others to expose firm and unyielding pavement.
4. You shall prepare subgrade as needed and install a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
5. If the base material is exposed in order to achieve the minimum specified depth, the material shall be compacted to 95% relative compaction (dig out). Compaction tests shall be made to ensure compliance with the specifications.
6. The Engineer shall determine when and where the test shall occur. The City will pay for the soils testing required by the Engineer which meets the required compaction. You shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, you shall

use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base".

7. Recycled base material shall conform to crushed miscellaneous base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
8. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
9. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "Asphalt Concrete Pavement". Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "Asphalt Concrete".
10. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
11. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
12. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
 - b) When additional base material is required, then you shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base". Recycled base material shall conform to crushed miscellaneous aggregate base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
 - c) You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
 - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

- e) Base Repairs with RAC. Areas where failed paving is removed either by cold milling or by excavation shall be restored to existing pavement grade with $\frac{3}{4}$ inch (19.1 mm) RAC at 8 inch (203.2 mm) depth unless otherwise directed by the Engineer. These areas have been marked on the street as "DO". The asphalt concrete shall be B3-PG 64-10 as specified in 400-4, "Asphalt Concrete". Preliminary quantities are identified in the Contract Appendix but may need to be increased and approved by the Engineer at the time of construction. Base repairs shall not exceed 15% RAP in content.
- f) Unscheduled Base Repair with RAC. If paving operations cause damage outside of your control and require additional base repair, the areas shall be removed either by cold milling or by excavation and shall be restored to existing pavement grade with $\frac{3}{4}$ inch (19.1 mm) RAC at 8 inch (203.2 mm) depth unless otherwise directed by the Engineer. The asphalt concrete shall be B3-PG 64-10 as specified in 400-4, "Asphalt Concrete". Unscheduled base repairs shall not exceed 15% RAP.
- g) A base repair is considered unscheduled when it is not identified on the pavement with a "DO" or when you are directed by the Engineer to perform a base repair for the proper placement of an asphalt overlay.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosions, and other low spots in the pavement that are deeper than $\frac{1}{2}$ inch (12.7 mm) in accordance with 302-5.6.2, "Density and Smoothness".
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. You shall identify any new areas that may require patching prior to slurry Work to ensure the smoothness and quality of the finished product.
3. You shall identify and repair any areas that may require patching prior to the placement of slurry seal for a smooth and finished product.
4. Asphalt overlay shall not be applied over deteriorating pavement. Preparatory asphalt Work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. You shall remove distressed asphalt pavement either by saw cutting or milling to expose firm and unyielding pavement, prepare subgrade (as needed), and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.

6. Prior to replacing asphalt, the area shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat".
7. Following the asphalt placement, you shall roll the entire patch in both directions and shall cover the patch at least twice.
8. After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
9. Base repairs shall not exceed 15% RAP in content.

302-3.2 Payment.

1. The payment for the replacement of existing pavement when required shall be included in the Contract Unit Price for "Asphalt Pavement Repair" for the total area replaced and no additional payment shall be made regardless of the number and size of replacements completed. No payment shall be made for areas of over-excavation or outside trench areas in utility Works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to your failure to protect existing improvements. You shall reimburse the City for the cost of retesting all failing compaction tests.
2. The areas and quantities shown on the road segments and in the appendices are given only for your aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedence over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, you shall submit to the Engineer an itemized list of the asphalt pavement repair Work completed. The list shall include the location of the Work and the exact square footage of the repair.
4. The payment for preparatory repair Work and tack coating shall be paid at the Contract Unit Price for "Asphalt Pavement Repair".
5. The payment for milling shall be included in the Bid item for "Asphalt Pavement Repair" unless Bid items for asphalt milling Work has been provided.
6. The payment for miscellaneous asphalt patching shall be included in the Contract Unit Price for the slurry Work and no additional payment shall be made, unless a Bid item for "Miscellaneous Asphalt Patching" has been provided.

302-5.1.1 Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.

- 302-5.1.2 Measurement and Payment.** To the City Supplement, DELETE in its entirety.
- 302-5.2.1 Measurement and Payment.** To the City Supplement, item c), ADD the following:
Imported Subgrade material shall be paid per bid item "Imported Backfill".

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

- 303-1.8.7 Application of Joint Sealants.** ADD the following:

FINISH

Finish joint material flush with concrete surface.

- 303-1.11 Payment.** ADD the following:

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all work involved as shown on the plans and as specified in these specifications to the satisfaction of the Engineer, complete and in place, and no further compensation is allowed therefore.

- 303-2.1.1 GENERAL.** ADD the following:

CERTIFICATION: Nozzleman certification shall be in accordance with ACI 506.3 and provided to the City for verification.

- 303-2.1.2 Method A (Gunite).** - DELETE in its entirety.

- 303-2.2 Equipment** - DELETE Method A

- 303-2.3 Materials, Proportioning, and Mixing.** ADD the following:

CONCRETE MATERIALS

Portland Cement: ASTM C150, Type I or II, one brand only.

Normal Weight Aggregates: ASTM C33 and as herein specified. Aggregate shall comply with gradation No. 2 as shown in ACI 506R Table 2.1. If the **CONTRACTOR can show satisfactory performance of an alternate grading under** similar conditions of use, the City may waive the requirement for gradation No. 2.

Combined gradation of coarse and fine aggregate as follows:

Sieve Size	U.S. Standard	Percent by Weight
		<u>Square Mesh Passing Individual Sieves</u>
	3/8 in	90-100

No. 4	70-85
No. 8	50-70
No. 16	35-55
No. 30	20-35
No. 50	8-20
No. 100	2-10

Batch fine coarse aggregates separately to avoid segregation.

Aggregates shall be free from clay, mud, loam, or other deleterious substances.

Dune sand, bank run sand, and manufactured sand are not acceptable for fine aggregate.

Coarse aggregate shall be clean, un-coated, heavy media processed aggregate of crushed stone or river washed aggregate.

ACCESSORIES

Water: Fresh, clean, potable, and free of deleterious acids, mixing, and curing water, as available from City. Transport as required.

Admixtures: Use only accepted admixtures meeting the following requirements:

- a. Chemical Admixtures: ASTM C494
- b. Water reducing, retarding or accelerating admixtures shall conform to ASTM C.
- c. Air-entraining Admixtures: ASTM C1141. Air entraining prior to shooting shall be 7%
- d. with a +/- 1-1/2% tolerance.
- e. The use of Calcium Chloride shall not be permitted.

PROPORTIONING AND DESIGN OF CONCRETE MIXES

Mix: Prepare design mix to achieve an in-place 28 day compressive strength of 4,000 pounds per square inch and an air content of 4% at 28 days. Maximum aggregate size shall not exceed 3/8 inch. Unit weight of in-place shotcrete shall be 494 pounds per cubic yard.

Test Data: Submit for acceptance proportioning and test data from prior experience if available. If data from prior experience are not available or accepted, make and have tested specimens from three or more different mix proportions in accordance with pre-construction testing requirements of this Specification.

Strength: Selected mix proportions on the basis of compressive strength tests of specimens shall be cut from the shotcrete test panels not earlier than 5 days after

placing. For mix acceptance purposes, average core strengths shall be least equal to f'_c for cores with L/D of 2.0. For cores with L/D between 1.0 and 2.0, use correction factors given in ASTM C42.

Review: Mix design shall be reviewed for acceptance by the City and Engineer.

303-2.3.1 Method A. DELETE in its entirety

303-2.5 Preparation of Surfaces. ADD the following:

INSPECTION

Examination: Examine concrete formwork and verify that it is true to line and dimension, adequately braced against vibration, and constructed to permit escape of air and rebound but to prevent leakage during shotcreting. Correct deficiencies.

Inspection: Inspect reinforcement steel and items to be embedded in concrete. Correct any deviations.

Notification: Notify other trades involved in ample time to permit the proper installation of their work. Cooperate in setting such work.

Existing Surfaces: Examine existing concrete surfaces for unsound material. Correct deficiencies.

PREPARATION FOR INSTALLATION OF CONCRETE

Forms: Use a form-coating material on removable forms to prevent absorption of moisture and to prevent absorption of moisture and to prevent bond with shotcrete.

303-2.6 Placement. ADD the following:

CONCRETE PLACEMENT

Placement: Use suitable delivery equipment and procedures that will result in shotcrete in place meeting the requirements of this Specification. Determine operating procedures for placement in, extended distances, and around any obstructions where placement velocities and mix consistency must be adjusted.

Placement Techniques: Do not place shotcrete if drying or stiffening of the mix takes place at any time prior to delivery to the nozzle.

- a. Control thickness, method of support, air pressure, and/or water content of shotcrete to preclude sagging or sloughing off. Discontinue shotcreting or provide suitable means to screen the nozzle stream if wind or air currents cause separation of the nozzle stream during placement.
- b. Hold nozzle as perpendicular to surface as work will permit, to secure

maximum compaction with minimum rebound.

- c. In shotcreting walls, begin application at bottom. **Ensure** work does not sag.
- d. Layering:
 - i. Build up layers by making several passes of nozzle **over** work area.
 - ii. Broom or scarify the surface of freshly placed **shotcrete** to which, after hardening, additional layers of shotcrete are to **be bonded**. Dampen surface just prior to application of succeeding **layers**.
 - iii. Allow each layer of shotcrete to take initial **set** before applying succeeding layers.
 - iv. Use radial templates to insure exact radii from **flat bottom** of Skate Park to face of coping. Template shall be **fabricated** from steel or $\frac{3}{4}$ " Plywood. Check every horizontal foot when **applying** shotcrete for conformance of intended wall radii. Brace **template** and place levels at arc to tangent connections to insure no kinks **will** be formed. Kinks at the bottom of bowls will not be acceptable. **Slumping** of the shotcrete causing coping setback will not be **acceptable**.
- e. Placement Around Reinforcement:
 - i. Hold the nozzle at such distance and angle to **place** materials behind reinforcement before any material is allowed **to accumulate** on its face. In the dry-mix process, additional water **may be added** to the mix when encasing reinforcement to facilitate a **smooth** flow of material behind the bars.
 - ii. Test to ascertain if any void or sand pockets **have developed** around or behind reinforcement by probing with an awl or other pointed tool after the shotcrete has achieved its initial set, by **removal** of randomly selected bars, or coring or other suitable standards.
- f. Access: Allow easy access to shotcrete surfaces **for** screening and finishing, permitting uninterrupted application.

REMOVAL OF SURFACE DEFECTS IN CONCRETE

General: Remove and replace shotcrete which lacks **uniformity**, exhibits segregation honeycombing, or lamination, or **which** contains any dry patches, slugs, voids, or pockets. Remove defective **areas**.

Sounding: Sound work with hammer for voids. **Remove** and replace damaged in-place Shotcrete.

303-2.10 Curing. ADD the following:

CONCRETE FINISH

Finish-General: Smooth form finish shall consist of a **smooth**, hard, uniform texture with a minimum of seams.

Radial Wall Finish: Float finish on radial face of wall shall consist of a smooth, hard, uniform surface of smooth steel trowel. Level to a tolerance of **1/4"** inch in 10 feet when tested with a 10-foot steel straightedge placed on the **surface** horizontally and vertically with radial template with the appropriate **radii**. Grinding the surfaces will not be an acceptable means of achieving the **intended** radii. Concrete finish work shall match the approved sample poured on site.

303-2.11 Measurement and Payment. ADD the following:

The contract price for shotcrete shall constitute full compensation for all work needed to install shotcrete per Method B for the 6-inch **transition**, the 6-inch banks, and extensions for the skate park in accordance with **the** plans and these contract documents. This includes, but is not limited to, **furnishing** all labor, materials, and equipment to install and finish all shotcrete **items** within the skate park, and no additional compensation will be allowed therefor.

CLEAN UP

At completion of Work, remove concrete stains from adjacent **work**, including but not limited to dissimilar paving types, walls, columns, railing **posts**, light fixtures, plant materials, to satisfaction of City.

Efflorescence: Remove efflorescence [as soon as practical **after it appears**] as part of final cleaning.

Use least aggressive cleaning techniques possible.

Wear protective eye wear, gloves, and clothing suitable to **work** and as required by cleaner manufacturer.

If proprietary cleaning agents are used, pre-wet wall, test **cleaning agent** on a small, inconspicuous area, and check effects prior to **proceeding**. Begin cleaning at the top and work down. Thoroughly rinse wall afterwards with clean water. Follow cleaner manufacturer's instructions.

Do not use muriatic (hydrochloric) acid on colored concrete.

**SECTION 303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY
INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.**

303-5.5.3 Walk. DELETE in its entirety and ADD the following:

The forms shall be set to place the finish surface in a plane sloping from one edge of paving to the other edge a maximum of 1.5 percent right angle to the edge of paving.

Following placing, the concrete shall be screeded to the required grade, tamped to consolidate the concrete and to bring a thin layer of mortar to the surface, and floated to a smooth, flat, uniform surface. The concrete shall then be edged at all headers, given a preliminary troweling and provided with weakened plane joints.

Walk shall be steel troweled to a smooth and even finish. All formed edges shall be rounded to a radius of 1/4 inch. Edges at expansion joints shall be rounded to a radius of 1/8 inch. Preliminary troweling may be done with a longhandled trowel or "Fresno", but the finish troweling, shall be done with a hand trowel. After final troweling, walk on grades of less than 6 percent shall be given a fine-hair-broom finish applied transversely to the centerline. On grades exceeding 6 percent, walk shall be finished by hand with a wood float. Walk shall be remarked as necessary after final finish, to assure neat uniform edges, joints, and score lines.

Scoring lines, where required, shall have a minimum depth of 1/4 inch and a radius of 1/8 inch. When longitudinal scoring lines are required, they shall be parallel to, or concentric with, the lines of the work. Walks 20 feet or more in width shall have a longitudinal center scoring line. In walk returns, one scoring line shall be made radially midway between the BCR and ECR. When directed by the Engineer, longitudinal and transverse scoring lines shall match the adjacent walk. The Contractor shall have sufficient metal bars, straightedges, and joint tools on the project.

Headers shall remain in place for at least 16 hours after completion of the walk but must be removed before the Work is accepted.

If the continuous sidewalk length equals a block or more, the name of the contractor, together with the year in which the improvements are constructed, shall be stamped therein to a depth of 1/4 inch in letters not less than 3/4 inch high, at a location determined by the Engineer. After final troweling all walk surfaces shall receive a uniform medium broom finish with a stiff fiber broom perpendicular to the edge of the walk, verify direction with Resident Engineer. Upon final curing walk surface shall meet or exceed a static coefficient of friction of .6 wet and approximately .8 dry. Finished surface shall meet ADAAG 4.5 requirements for paving."

1. If the continuous sidewalk length equals a block or more, the name of the Contractor, together with the year in which the improvements is

constructed, shall be stamped therein to a depth of ¼" (6mm) in letters not less than ¾" (19mm) high, at a location determined by the Engineer.

2. Once demolition has occurred on site, the placing of concrete shall be completed within 5 Working Days. The site and forms shall be inspected and approved by the Engineer prior to the placing of concrete. Cleanup and dirt backfilling of the Site shall be completed within 5 Working Days after the placing and completion of walk, and curb and gutter replacement.
3. The Contractor shall be responsible for the backfilling with clean dirt to the areas adjacent to the walk and curb that have been removed and replaced. The grade shall be adjusted to the new curb height. The backfill material shall be compacted to grade, with the top of the new walk and curb and gutter.
4. The Contractor shall prepare and distribute door hanger notices at least 72 hours in advance of beginning work at any location. Door hanger notices shall explain that damaged walk and curb and gutter will be removed and replaced. Door hanger notices shall include the Contractor's name and toll free 24 hour phone number. The Contractor shall coordinate with the residents prior to removing any driveways to allow time for cars to be relocated. Tow away signs shall include the same identifying information and shall be posted a minimum of 24 hours in advance of starting work.
5. The Contractor is required to coordinate with the root pruning activities, which may need to be done after the existing locations have been saw cut and removed, but before replacing the concrete. To facilitate efficient coordination, the Contractor is required to notify the Engineer of any revisions to the work schedule, at least one week prior to working in the affected areas.

303-5.9 Measurement and Payment. ADD the following:

7. The contract price paid for Remove and Replace Existing Curb and Gutter includes the removal of existing concrete curb and gutter and replacement with new rolled curb and gutter per San Diego Regional Standard G-4A. This item shall include full compensation to furnish and maintain equipment and devices necessary to remove, properly dispose of the existing curb and gutter, and installation of replacement curb and gutter, in accordance with the plans and contract documents. This includes, but is not limited to, furnishing all labor, materials, and equipment to demolish the existing curb and gutter, remove all material from the site, and install the proposed rolled curb and gutter per plans and these documents, and no additional compensation will be allowed therefor.
8. The contract price paid for Remove and Dispose of Existing PCC Sidewalk shall include removal of existing concrete sidewalk shall include full

compensation to furnish and maintain equipment and devices necessary to remove and properly dispose of the existing concrete walk to allow for project construction in accordance with the contract documents. This includes, but is not limited to, furnishing all labor, materials, and equipment to demolish the existing walk, remove all material from the site, and prepare the site for proposed construction per these documents, and no additional compensation will be allowed therefor.

9. The contract price shall constitute full compensation for all work in accordance with the plans and these contract documents. This includes, but is not limited to, furnishing all labor, materials, and equipment to install and finish the crossing, and no additional compensation will be allowed therefor.
10. The contract price for Install Concrete Animal Print Curb shall constitute full compensation to furnish and install each wall, any waterproofing or coating, and drainage systems as shown on the plans and these contract documents. This includes, but is not limited to, furnishing all labor, materials, and equipment for surveying, constructing the new wall, application of waterproofing or coating, complete with drain and weep holes, to the satisfaction of the Engineer, complete and in place, and no additional compensation will be allowed therefor.
11. The contract price paid for Concrete for Skate Park shall constitute full compensation for all work needed to install concrete for the 6-inch flat top deck, the 12-inch deck thickened edge, ledges, the turndown wall, and footings for the skate park in accordance with the plans and these contract documents. This includes, but is not limited to, furnishing all labor, materials, and equipment to install and finish all concrete items within the skate park, including sawcut, cold, and expansion joints, and no additional compensation will be allowed therefor.

ADD:

303-9.1 Concrete Mow Curb Installation.

Concrete Mow Curbs shall be constructed as indicated on the plans. Concrete shall be 560-C-2500, cast in place using smooth forms set to provide the smooth radius curves as indicated on the plans. Reinforcing bar shall conform to section. Top surface of mow curb shall be medium broom finish with trowelled edge radii as indicated on the plans. Mow curbs shall be formed to provide smooth flowing curves free of kinks and irregularities. Mow curb height shall be set to be flush with the adjacent finished grade.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-1.2.4 Payment. ADD the following:

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all work involved to install the vehicular gate at the maintenance entrance as shown on the plans and as specified in these specifications to the satisfaction of the Engineer, complete and in place, and no further compensation is allowed therefore

304-2.1.4 Measurement and Payment. ADD the following:

The contract price shall constitute full compensation for all work needed to install the steel items including the 2-inch coping, the 5-inch C-channel Tray coping (straight sections), the 5-inch protective face plate, and the 2-inch round rails for the skate park in accordance with the plans and these contract documents. This includes, but is not limited to, furnishing all labor, materials, and equipment to install and finish all steel metal items within the skate park, and no additional compensation will be allowed therefor.

SECTION 305 - PILE DRIVING AND TIMBER CONSTRUCTION

305-2.6 Measurement and Payment. ADD the following:

The contract unit price shall constitute full compensation to furnish and install the wood split rail fence as shown on the plans and these contract documents. This includes, but is not limited to, furnishing all labor, materials, and equipment for surveying, constructing foundations, and installation of all wood post and rails, to the satisfaction of the City Engineer, complete and in place, and no additional compensation will be allowed therefor.

SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS. To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

306-1.6 **Basis of Payment for Open Trench Installations.** To the City Supplement, ADD the following:

8. The payment for imported backfill when you elect to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid item for "Imported Backfill". The price shall include the removal and disposal of unsuitable materials.

306-14.1 **Payment.** To the City Supplement, DELETE in its entirety and ADD the following:

The contract unit price paid for this bid item shall constitute full compensation for all work needed to install the 1-inch Domestic Water Service Connection, including all meters, valves, piping and backflow preventer with enclosure in accordance with the plans and these contract documents. This includes, but is not limited to, furnishing all labor, materials, and equipment for sawcut and trenching, installation and finishing the water connection, backfill and resurface the asphalt concrete over the trench, and no additional compensation will be allowed therefor.

SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

307-2 **PAYMENT.** To the City Supplement, ADD the following:

3. The contract price shall constitute full compensation to furnish and install conduit, pullboxes, meter, foundations, light poles and mast arms as shown on the plans and contract documents. This includes, but is not limited to, furnishing all labor, materials, and equipment to install the conduit, pullboxes, meter, foundations, light poles and mast arms, to the satisfaction of the Engineer, and no additional compensation will be allowed therefor.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-1 GENERAL. To the City Supplement, ADD the following:

3. Work on the existing irrigation system including verifying components and their condition, mainline and wire location to be connected thereto, and functional (operational) condition of all components shall be included in the scope of work. All work shall occur in the presence of the Engineer prior to the start of any work. A written record of the findings shall be created as part of the project records, aside from as-built drawings. This shall set in place the identified existing conditions

308-2.4 Finish Grading. First paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Contours and finish grade shall provide for drainage to sheet and shall not channel drainage in a manner where volume and velocity of water will create surface erosion.

Fourth paragraph, DELETE in its entirety and SUBSTITUTE with the following:

After blending soil amendments and fertilizers into soil, soil shall be watered and allowed to settle to provide a stable base. After the soil has dried out to a workable condition, the planting areas shall be regraded, raked, and smoothed to the required grades and contours. Topsoil shall be mechanically compacted to a minimum relative compaction of 85 percent. Finish surfaces shall be clean and suitable for planting.

ADD the following:

Finish grade shall insure positive drainage from the site. Surface drainage shall be away from all building foundations. The Engineer shall approve the final grades and elevations before planting operations may begin.

The finish grade shall be defined as the surface of soil following all grading, soil preparation, water settlement and repair and shall be smooth, uniform, and free of abrupt grade changes and depressions to ensure surface drainage.

The Contractor shall take every precaution to protect and avoid damage to sprinkler heads, irrigation lines, and other underground utilities during his grading and conditioning operations.

All depressions where water will stand, all voids, erosion, settled trenches and excavations, and all ridges and rises which affect the maintenance and mowing of the lawns with a gang-mower or which visually are evident shall be filled with conditioned topsoil and/or removed by Contractor, leaving a smooth, even finish grade.

All stones one inch (1") and larger generated by the finish grading shall be removed off site.

Finish grades shall be measured at the top surface of materials.

The Contractor shall take every precaution to protect and avoid damage to

underground utilities during the grading and conditioning operations.

The Contractor shall coordinate all drainage work with all other trades. Established site drainage shall be maintained by the Contractor during all phases of landscape construction.

Final finish grades shall ensure positive drainage of the site with all surface drainage away from trails, buildings, play areas, walls, and toward, drainage facilities, and catch basins or water courses.

Final grades shall be acceptable to the Resident Engineer. Grading operations shall conform with the Geotechnical Report.

ADD

308-2.4.1 Fine Grading. Fine Grading shall include furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved to achieve the final grades associated with the skate park, as shown on the plans and as specified in these specifications to the satisfaction of the City Engineer, complete and in place, and no further compensation is allowed therefore.

308-4.1 General. Fourth paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Except as noted for specimen planting, all planting shall follow the completion of the irrigation system and finish grading.

ADD the following:

Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice. No planting shall be done in any area until the area concerned has been satisfactorily prepared in accordance with these specifications.

Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the Resident Engineer. The Contractor shall obtain approval of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations.

No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

Prior to any excavation, the exact positioning and location of trees to be planted in existing lawn areas shall be done on site with Landscape Architect. Contractor shall flag all existing rotor sprinkler locations in the proximity of the proposed tree locations on the plans prior to meeting with the Landscape Architect. Trees shall not be placed closer than 20 feet from any rotor, unless otherwise directed by Landscape Architect/Owner's representative.

308-4.2 Protection and Storage. ADD the following:

The Contractor's on-site plant storage area shall be approved by the Resident Engineer prior to the delivery of any plant materials. Any plant determined by the Resident Engineer to be wilted or otherwise damaged shall be rejected at any time during the project, whether in the ground or not. All plants that have been handled by trunk or stem shall be rejected.

308-4.6.2 Method "B" Tree Staking. DELETE in its entirety and SUBSTITUTE with the following:

The tree shall be staked with the type and length of the stake specified on the plans or in the special provisions. One stake shall be placed 18" (450 mm) from each side of the tree trunk.

All trees 36" box and smaller shall be staked with two wood stakes, driven into the ground perpendicular to the prevailing wind direction. The stakes shall be driven in plumb and secure. Special care shall be taken that the driving in of the stake does not damage the tree roots or root ball. Tree ties shall be fastened to each tree and stake by looping figure 8's with the inside diameter of the tie at 2 or 3 times the diameter of the tree and by tacking the back of the tie to the stake.

ADD:

308-4.10 Pruning. Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to compensate for loss of roots during transplanting, but never to exceed one-tenth the branching structure. Pruning may be done only with the approval of, and in the presence of, the Resident Engineer. Cuts over three-quarters of an inch (3/4") shall be painted with an approved tree wound paint.

308-4.11 Bark Mulching. All areas to receive shrubs and ground covers shall be mulched by covering the entire surface of the planting area with a three inch (3") deep minimum layer of Type 1 bark mulch.

308-5.3 Installation of Valves, Valve Boxes, and Special Equipment. ADD the following:

Existing solar-powered controller. Remove and return to City Resident Engineer.

All DC-latching solenoids on existing remote control valves shall be replaced with AC-latching solenoids. Connect all existing wires of the remote control valves to the new controller. Pull any spare wires that were installed up into or near the solar controller location, into new controller. Provide splices and wire extensions as required to complete the work.

308-6 MAINTENANCE AND PLANT ESTABLISHMENT. Paragraph 5, DELETE in its entirety and SUBSTITUTE with the following:

After planting is completed, a field notification will be issued to the Contractor to establish the effective beginning date of the plant establishment period. The plant establishment period shall be for a period of 90 calendar days and shall be extended by the Engineer if the planted areas are improperly maintained, appreciable plant replacement is required, or other corrective work becomes necessary. The Contractor will be responsible for the initial 90-day plant

establishment period. Once the project has been fully accepted by the City at the end of this period, the City will be responsible for any revegetation, maintenance, and monitoring of the landscape and park.

308-7 PAYMENT. ADD the following:

The contract price paid for this bid item shall constitute full compensation to furnish all labor, materials, and incidentals to perform the work associated with the irrigation system, in accordance with the contract documents and plans. Work includes, but is not limited to submittals, trenching and backfill, supplying and installing materials, valves and connections, as shown on the plans, and no additional compensation will be allowed therefor.

The contract price shall constitute full compensation to furnish and install trees, shrubs, groundcover, mulch, cobble, and boulders as shown on the plans and contract documents. This includes, but is not limited to, furnishing all labor, materials, and equipment to install, backfill and compact around trees and shrubs, install flats and groundcovers, and place mulch, cobble and boulders, to the satisfaction of the Engineer, and no additional compensation will be allowed therefor.

308-8 PAYMENT. To the City Supplement, DELETE in its entirety.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-4.3.7 Payment. DELETE in its entirety and SUBSTITUTE with:

The contract unit price shall constitute full compensation for all work needed to install traffic stripes and accessible parking signs, in accordance with the plans and these contract documents. This includes, but is not limited to, furnishing all labor, materials, and equipment to remove and reapply striping, markers, paint curbs, and accessible parking signs as shown on the plans, or as directed by City Engineer and no additional compensation will be allowed therefor.

SECTION 700 – REVEGETATION, MAINTENANCE, AND MONITORING

700-2.15 Payment. To the City Supplement, Item 1, Paragraph 1, ADD the following:

Payment shall include full compensation to furnish all labor, materials, tools, equipment, and incidentals, to perform all the work involved in clearing and grubbing the site, demolition of various items as shown on the plans and as specified and as directed by the Resident Engineer, including the removal and disposal of all the resulting materials from the site.

SECTION 703 – ENCOUNTERING OR RELEASING HAZARDOUS SUBSTANCES

703-1 GENERAL. To the City Supplement, ADD the following:

Hazardous Materials: In the event that Hazardous Materials such as contaminated soil, underground tanks, or asbestos is found or identified during excavation for foundation or conduit installation, the following procedures shall be instituted:

The Resident Engineer shall issue a "stop work order" directing the Contractor to cease all construction operations at the locations of such potential hazardous material find. The contractor shall relocate their operations to another portion of the project site at no additional cost to the City.

Such "stop work order" shall be effective until such time as the Resident Engineer assesses the impact of the hazardous material and makes recommendations for its removal and disposal. Any "stop work order" shall contain the following:

A clear description of the work to be suspended;

Any instructions regarding issuance of further orders by the Contractor for material services;

Guidance as to action to be taken on subcontracts;

Any suggestions to the Contractor as to minimization of their costs; and

Estimated duration of the temporary suspension.

If the Resident Engineer determines the Hazardous Material removals will cause further delays, the Resident Engineer shall extend the duration of the "stop work order" in writing, and the Contractor shall suspend work at the location of the hazardous material find.

703-20 PAYMENT. To the City Supplement, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for waste management shall be included in the applicable Bid items as follows:
 - a) "Preparation of Hazardous Waste Management Plan and Reporting" (LS).
 - b) "Monitoring of Contaminated Soil" (HR).
 - c) "Testing, Sampling, Site Storage, and Handling of Soils Containing RCRA Hazardous Waste" (TON).
 - d) "Loading, Transportation, and Disposal of soils containing RCRA Hazardous Waste" (TON).

- e) "Testing, Sampling, Site Storage, and Handling of Petroleum Contaminated Soil" (TON).
- f) "Loading, Transportation, and Disposal of Petroleum Contaminated Soil" (TON).
- g) "Testing, Sampling, Site Storage, and Handling of Soils Containing Non-RCRA Hazardous Waste" (TON).
- h) "Loading, Transportation, and Disposal of Soils Containing Non-RCRA Hazardous Waste" (TON).
- i) "Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized RCRA Hazardous Waste" (55 Gal DRUMS).
- j) "Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Containerized Non-RCRA Hazardous Waste" (55 Gal DRUMS).
- k) "Testing, Sampling, Site Storage, Handling, Transportation, and Recycling/Disposal of Universal Waste" (EACH).
- l) "Testing, Sampling, Site Storage, Handling, Transportation, and Recycling/Disposal of Regulated Waste" (TON).
- m) "Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of RCRA Hazardous Waste Contamination from the Treatment of Contaminated Ground Water" (GAL).
- n) "Testing, Sampling, Site Storage, Handling, Transportation, and Disposal of Non-RCRA Hazardous Waste Contamination from the Treatment of Contaminated Ground Water" (GAL).

SECTION 705 – WATER DISCHARGES

- 705-2.6.1** **General.** To the City Supplement, item 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."

SECTION 707 – RESOURCE DISCOVERIESADD:

- 707-1.1** **Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **Notice of Exemption** for Southcrest Trails Park, as referenced Project No. 235361 in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix A.

Compliance with the City's environmental document shall be included in the Contract Price.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: 235361

PROJECT TITLE: Southcrest Trails Park

PROJECT LOCATION-SPECIFIC: The project is located at 1440 South 38th Street in the MF-2500 and SF-4000 zones of the Southeastern San Diego Planned District within the Southeastern San Diego Community Plan area. The project is not located in or adjacent to the Multi-Habitat Planning Area.

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Approval of the Site Development Permit (SDP) would allow for the development of 2.6 acres of vacant land for the purposes of providing a park. The overall site is 5.8 acres. The vacant lots once contained single family homes that were cleared for the abandoned State Route 252 Freeway project. The park would provide child play areas, two shade structures, a skate park for young children, a basketball court, picnic tables and a small amphitheater and native landscaping. The proposed native landscaping area buffers a habitat restoration area and Chollas Creek to the north. The project site is in an urbanized area of the City and surrounded by residential development to the north, south and east. Interstate-5 borders the project on the west.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Civic San Diego 401 "B" Street, Suite 400 San Diego, CA 92101, Contact Nancy Lytle 619.533.7173

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
() DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
() EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
(X) CATEGORICAL EXEMPTIONS: 15304 (MINOR ALTERATIONS TO LAND)
() STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego has determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines Section 15304. The exemption allows for the minor alterations in the condition of land, water, and/or vegetation and would not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Some examples include grading on land with a slope of less than 10 percent, not located in a waterway or wetland. Other examples include new gardening or landscaping including the replacement of existing conventional landscaping. Since the project would grade land that does not contain slopes in excess of a 10 percent grade and would replace non-native grasses with native vegetation the exemption does apply. In addition, a biological survey report was prepared and determined that the construction of park would not result in significant impacts to biological resources. It was determined that minimal changes to the environment would occur due to the implementation of the project and the exceptions listed in CEQA Section 21080.21 would not apply.

LEAD AGENCY CONTACT PERSON: JEFF SZYMANSKI TELEPHONE: (619) 446-5324

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
() YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

SIGNATURE/TITLE: [Handwritten Signature] SENIOR PLANNER

DATE: October 16, 2013

(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

1. **PURPOSE**

1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ “National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.
- 4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**
- Process for Issuance
- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

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2. Construction and maintenance related activities (see Tab 2).
- b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
 - c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
 - d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
 - e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
 - f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
 - g. After the fees have been paid and an account has been created, the

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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as "Hotline"), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter's relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 Disconnection of Fire Hydrant Meter

- a. After ten (10) months a "Notice of Discontinuation of Service" (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

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for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. **EXCEPTIONS**

5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. **MOBILE METER**

6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

If any of the conditions stated above are not met the Meter Shop has the right to cancel the contract for floating meter use and close the account associated with the meter. The Meter Shop will also exercise the right to refuse the issuance of another floating meter to the company in question.

Any Fire Hydrant Meter using reclaimed water shall not be allowed use again with any potable water supply. The customer shall incur the cost of replacing the meter and backflow device in this instance.

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7. **FEE AND DEPOSIT SCHEDULES**

7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. These deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

8. **UNAUTHORIZED USE OF WATER FROM A HYDRANT**

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

**Larry Gardner
Water Department Director**

- Tabs: 1. Fire Hydrant Meter Application
2. Construction & Maintenance Related Activities With No Return To Sewer
3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

Application Date	Requested Install Date:
------------------	-------------------------

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip:	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use:		Check Box if Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter			

Fire Hydrant Meter Removal Request	Requested Removal Date:
Provide Current Meter Location if Different from Above:	
Signature:	Title: Date:
Phone: ()	Pager: ()

City Meter	Private Meter
Contract Acct #:	Deposit Amount: \$ 936.00 Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05 Meter Make and Style: 6-7
Backflow #	Backflow Size: Backflow Make and Style:
Name:	Signature: Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

Auto Detailing
Backfilling
Combination Cleaners (Vactors)
Compaction
Concrete Cutters
Construction Trailers
Cross Connection Testing
Dust Control
Flushing Water Mains
Hydro Blasting
Hydro Seeing
Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing

Note:

1. If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charges.

Date

Name of Responsible Party
Company Name and Address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter # _____, located at (*Meter Location Address*) ends in 60 days and will be removed on or after (*Date Authorization Expires*). **Extension** requests for an additional 90 days must be submitted in writing for consideration 30 days prior to **the discontinuation** date. If you require an extension, please contact the Water Department, or mail your **request** for an extension to:

City of San Diego
Water Department
Attention: Meter Services
2797 Caminito Chollas
San Diego, CA 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant **Hotline** at (619) _____ - _____.

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

APPENDIX D

CIVIC SAN DIEGO SAMPLE INVOICE



**CIVIC SAN DIEGO
PROGRESS PAYMENT APPLICATION**

Project Name: xxxxx

Project No: WBS #S-10071

Project Acct No: N/A

Purchase Order No: N/A

Escrow Acct PO No: N/A

Contractor:

name

Address

Address

Phone

Phone

**PROGRESS PAYMENT No. 1
PERIOD ENDING DATE**

SEE ATTACHED ITEMIZED BREAKDOWN

ORIGINAL CONTRACT AMOUNT: \$ -
APPROVED CHANGE ORDERS TO DATE: \$ -
TOTAL CONTRACT THROUGH CO No. 1: \$ -

TOTAL INVOICED TO DATE: \$ -
LESS 5% RETENTION \$ -
LESS PREVIOUS PAYMENTS \$ -

PAY THIS INVOICE: \$ -
RETENTION THIS INVOICE : \$ -
TOTAL THIS INVOICE : \$ -

PERCENT COMPLETE: #DIV/0!

Contractor - Company - Name of Signatory _____ Date

Labor Compliance Officer - _____ Date

Project/Construction Manager - _____ Date

Principal Engineer, Public Works - Bob Sutherlin _____ Date

APPENDIX E
LOCATION MAP

Southcrest Trails Neighborhood Park Location Map

No Scale



APPENDIX F
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

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP



This information is available in alternative formats upon request.



This information is available in alternative formats upon request.

APPENDIX G

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

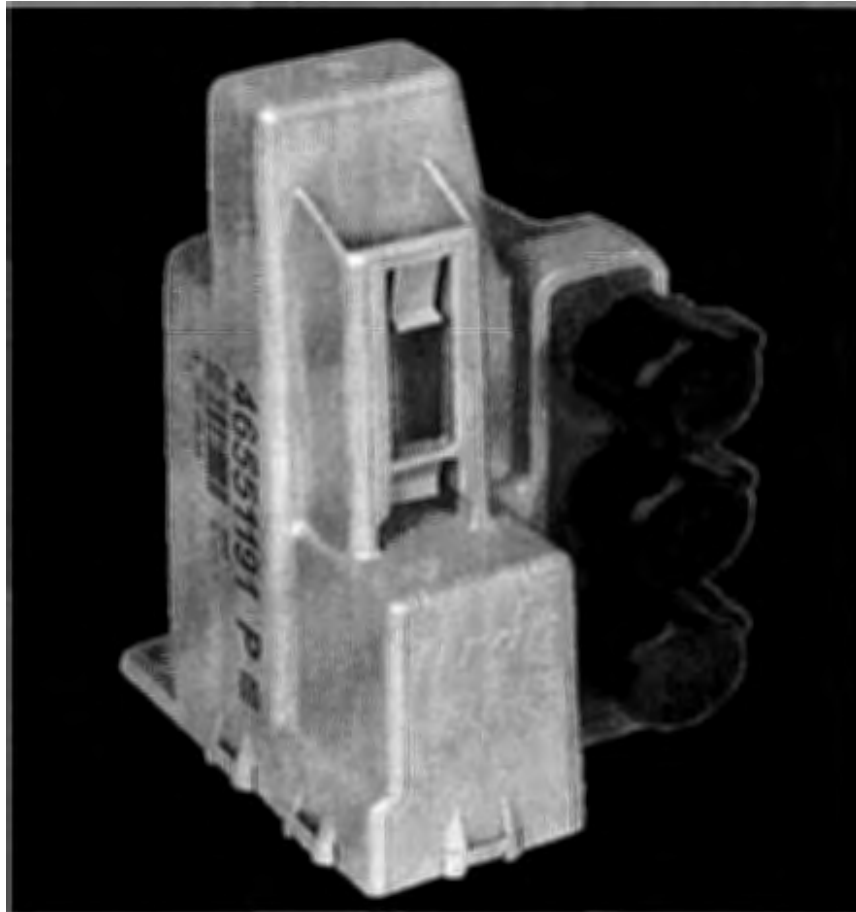
The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

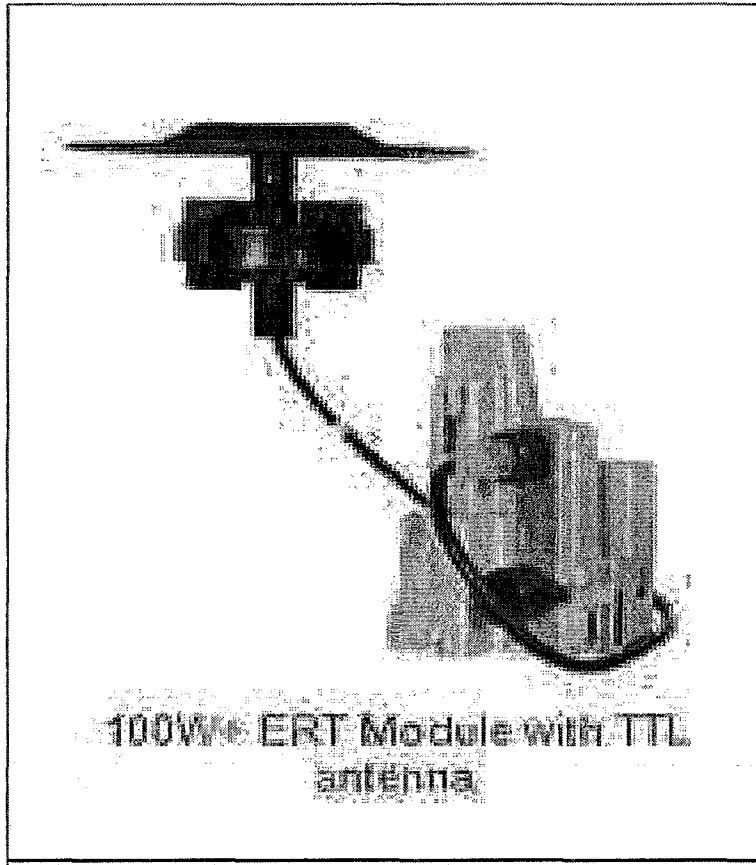
- A. Endpoints, see Photo 1:

Photo 1



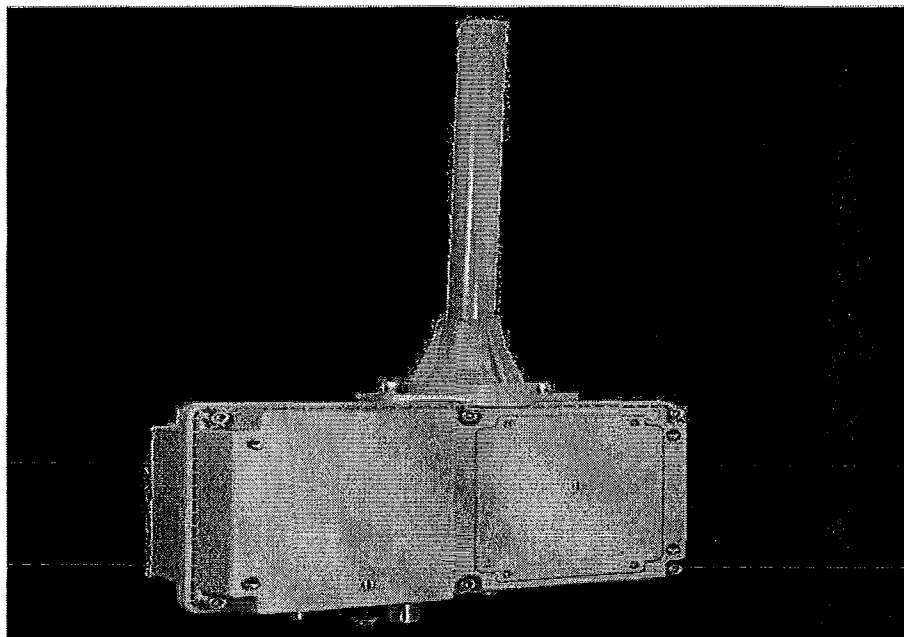
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



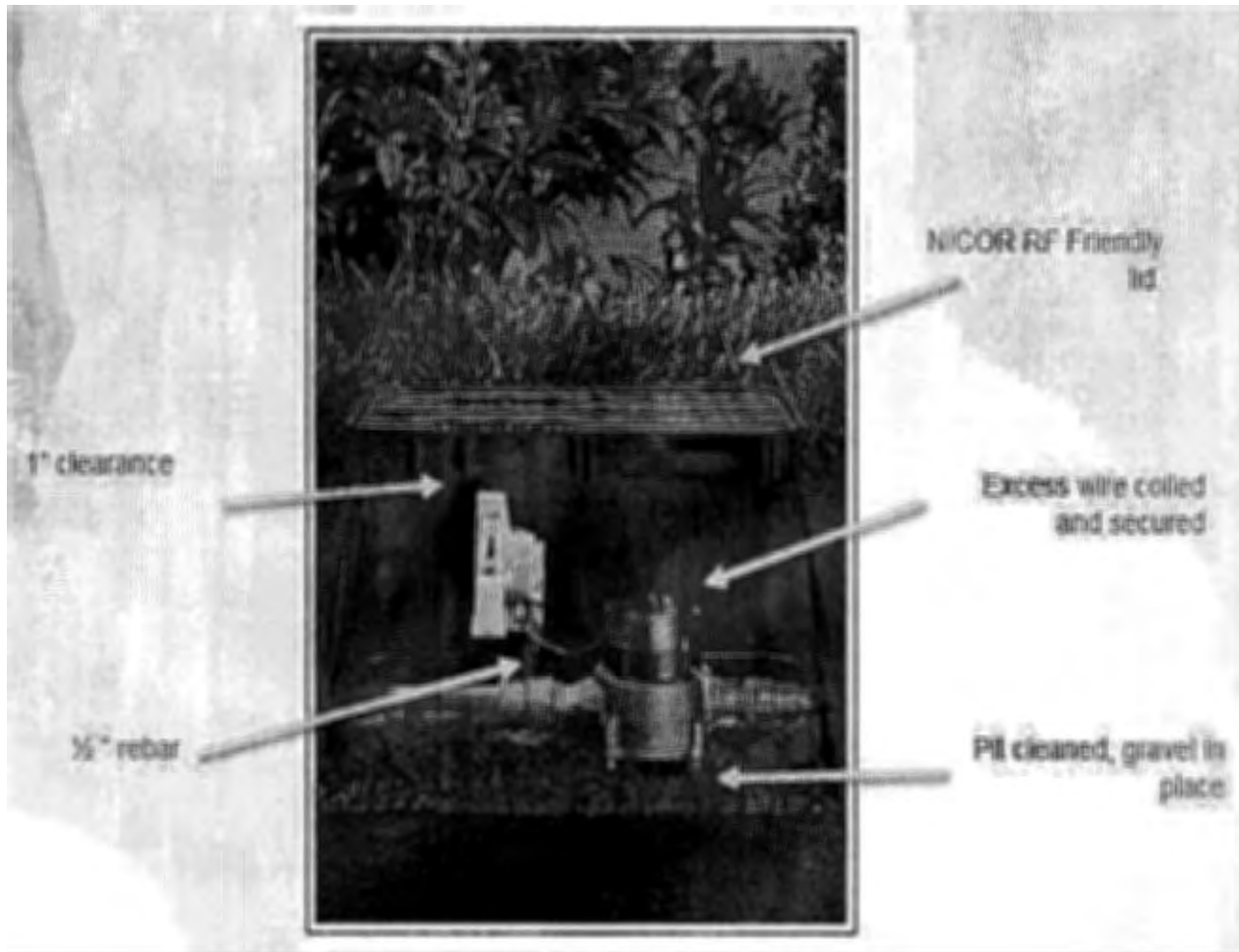
Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

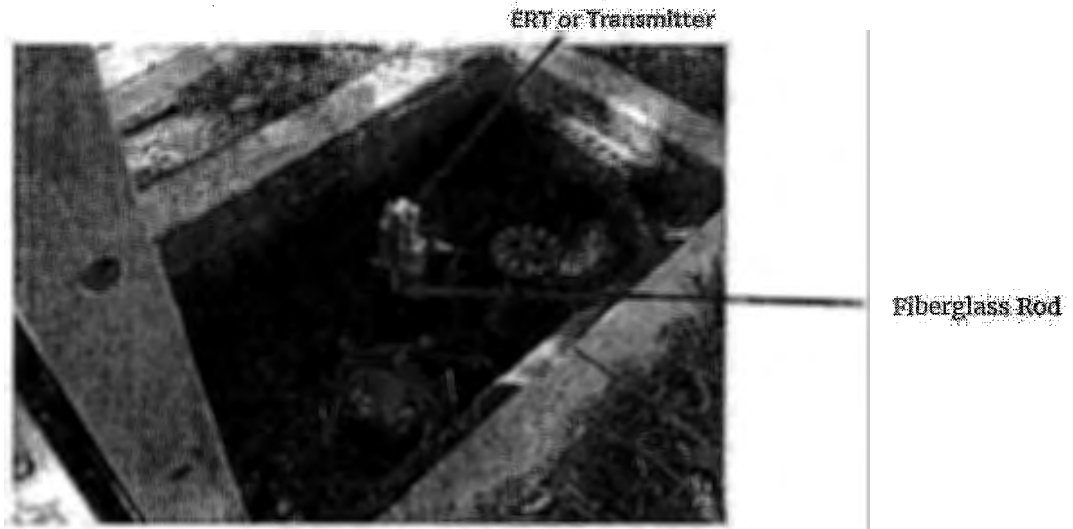
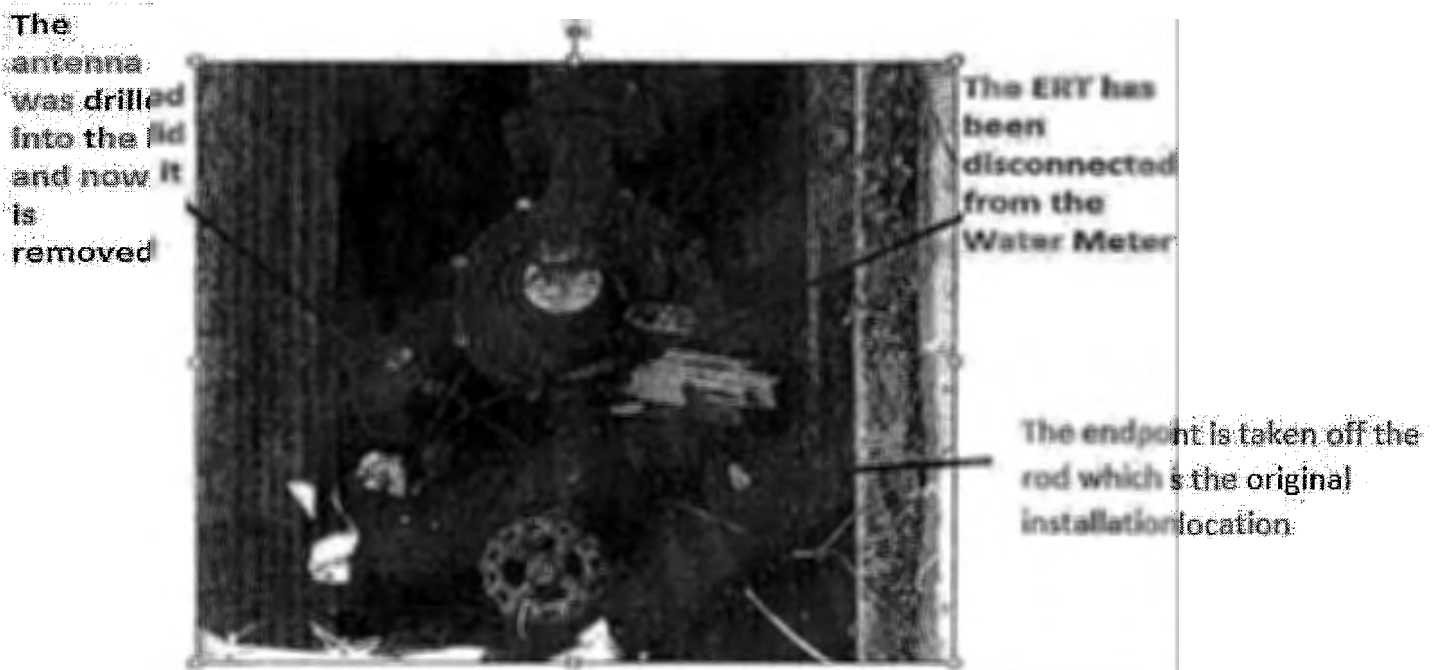


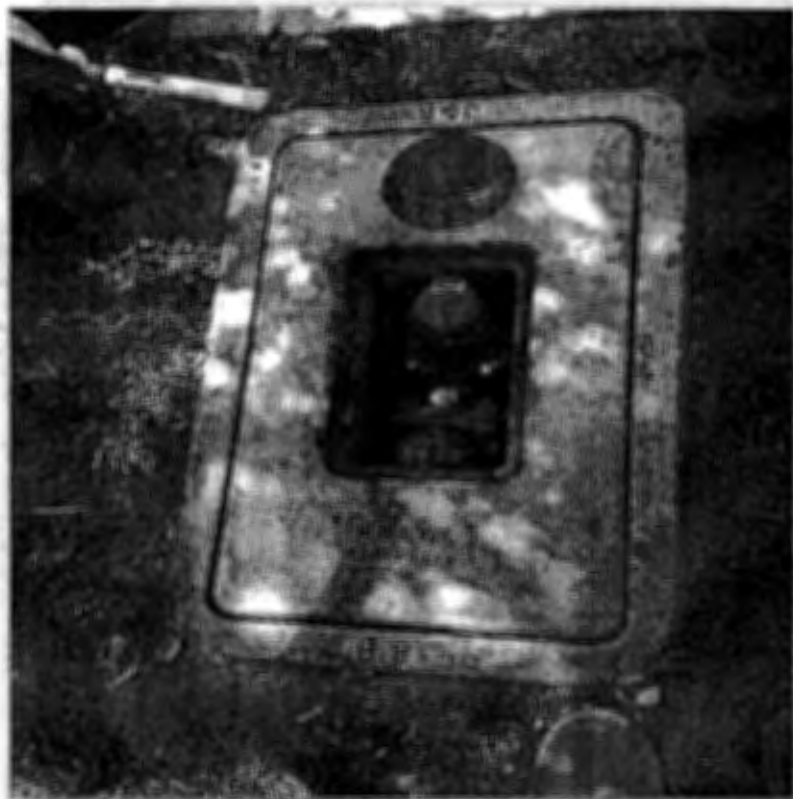
Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

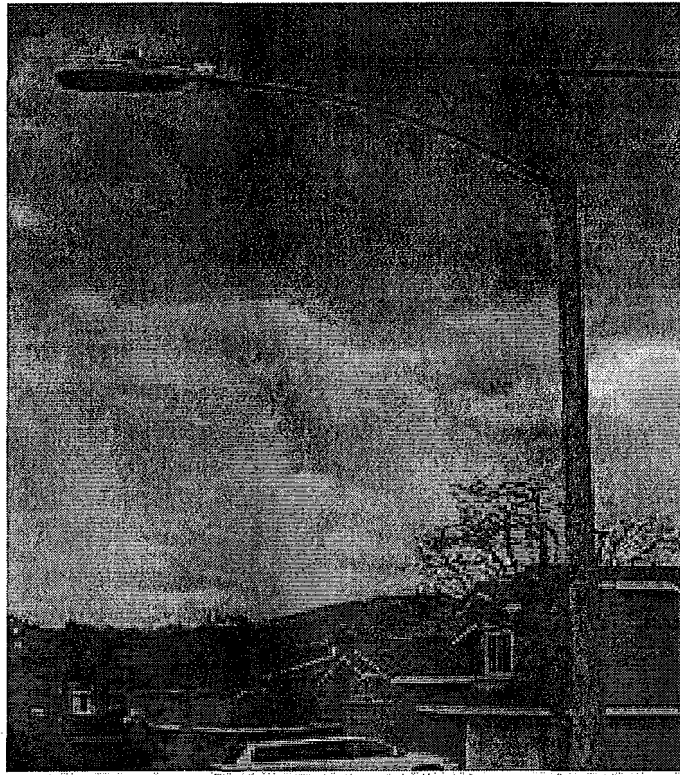
Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G

CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, SOLELY IN ITS CAPACITY AS THE DESIGNATED SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, A FORMER PUBLIC BODY, CORPORATE AND POLITIC, herein called "Successor Agency", and Dick Miller Inc., herein called "Contractor" for construction of **Southcrest Trails Neighborhood Park**; Bid No. **K-17-6733-DBB-3**; in the amount of One Million Six Hundred Fifty Nine Thousand Nine Hundred Fifty Six Dollars and Zero Cents (\$1,659,956.00), which is comprised of the Base Bid plus Alternate A.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Southcrest Trails Neighborhood Park**, on file in the office of the Public Works Department as Document No. **S-01071**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Southcrest Trails Neighborhood Park**, Bid Number **K-17-6733-DBB-3**, San Diego, California.
3. For such performances, the Successor Agency shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the Successor Agency 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.
5. This contract is effective as of the date that the Successor Agency signs the agreement.


CONTRACT AGREEMENT (continued)

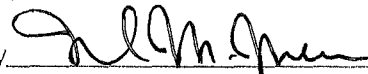
IN WITNESS WHEREOF, this Agreement is signed by the Successor Agency, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO SOLELY IN ITS
CAPACITY AS THE DESIGNATED SUCCESSOR
AGENCY OF THE REDEVELOPMENT AGENCY
OF THE CITY OF SAN DIEGO, A FORMER
PUBLIC BODY, CORPORATE AND POLITIC

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 
Print Name: David Graham
Deputy Chief Operating Officer

By 
Print Name: Mark W. Mercer
Deputy City Attorney

Date: 01/13/17

Date: 1/23/17

CONTRACTOR

By Dick Miller Inc. 

Print Name: Glen F. Bullock

Title: President

Date: 12/06/2016

City of San Diego License No.: B2012015447/B2014004558

State Contractor's License No.: 380204 A, B, C12

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004547

CERTIFICATIONS AND FORMS

The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

Bidder's General Information

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, 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.

**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

The bidder, being first duly sworn, deposes and says that he or she is authorized by 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.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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;

This company 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.

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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, "California Building Code and California Code of Regulations Title 24 and American With Disabilities Act", of the project specifications, and that;

This company 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.

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, 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 and Pledge of Compliance"), 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.

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

WHEREAS, on the _____ DAY OF _____, 2_____ the undersigned entered into and executed a contract with the Successor Agency, a municipal corporation, for:

(Name of Project or Task)

as particularly described in said contract and identified as Bid No.____; SAP No. (WBS/IO/CC) _____; 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 Successor Agency 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 _____, _____.

Contractor

by

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

*** FOR USE WHEN LISTING SUBCONTRACTORS ON ALTERNATES ***
TO BE SUBMITTED WITH OTHER REQUIRED FORMS
 (Use Additional Sheets As Needed)

ALTERNATE A

SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	CONSTRUCTOR 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
Name: <u>Patterson Brothers Lighting Inc.</u> Address: <u>P.O. Box 2037</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>501334</u> Phone: <u>619-390-3797</u> Email: <u>kyle@pattersonbrotherslighting.com</u>	Constructor	501334	Electrical	\$269,670.00	N/A	CA	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

ELECTRONICALLY SUBMITTED FORMS

**THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF
FORMAT WITH BID SUBMISSION**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**

- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**

- C. EQUAL BENEFITS ORDINANCE - CERTIFICATION OF COMPLIANCE**

Bids will not be accepted until ALL forms are submitted as part of the bid submittal

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That Dick Miller, Inc. as Principal, and
The Ohio Casualty Insurance Company as Surety, are

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

Southcrest Trails Neighborhood Park / K-17-6733-DBB-3

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this October day of 4th,
2016

Dick Miller, Inc. (SEAL) The Ohio Casualty Insurance Company (SEAL)

(Principal)

(Surety)

By: [Signature]

(Signature)

By: [Signature]

Bart Stewart, Attorney-in-Fact
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

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. 6725660

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, Bart Stewart; Brittany Aceves; Molly Cashman

all of the city of Encinitas, 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 30th day of September, 2014.

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 30th day of September, 2014, 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.



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 4th day of October, 2014.



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.

ALL - PURPOSE CERTIFICATE OF 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 }

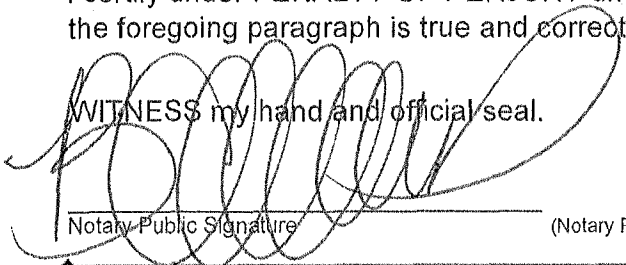
County of San Diego }

On 10/04/2016 before me, Brittany Aceves, Notary Public
(Here insert name and title of the officer)

personally appeared Bart Stewart,
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.

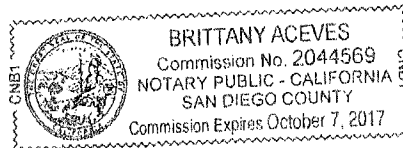
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CONTRACTOR'S 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 10 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: Dick Miller Inc.

Certified By Glen Bullock Title President

Name

 Date 11/03/2016

Signature

USE ADDITIONAL FORMS AS NECESSARY

**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

COMPANY INFORMATION

Company Name: Dick Miller Inc.	Contact Name: Glen Bullock
Company Address: 930 Boardwalk Ste H, San Marcos, CA 92078	Contact Phone: (760) 471-6842
	Contact Email: gbullock@dickmillerinc.com

CONTRACT INFORMATION

Contract Title: Southcrest Trails Neighborhood Park	Start Date:
Contract Number (if no number, state location): K-17-6733-DBB-3	End Date:

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 offer 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.

Glen Bullock / President		11/03/16
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)

City of San Diego, solely in its capacity as the designated Successor Agency to the Redevelopment Agency of the City of San Diego, a former public body, corporate and politic, herein referred to as

Successor Agency

CITY CONTACT: Rosa Riego - Contract Specialist, Email: Rriego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633

ADDENDUM "A"

 - Bidding FOR



SOUTHCREST TRAILS NEIGHBORHOOD PARK

BID NO.: K-17-6733-DBB-3
SAP NO. (WBS/IO/CC): S-01071
CLIENT DEPARTMENT: 2112, 2116, 2117
COUNCIL DISTRICT: 9
PROJECT TYPE: CC, GB, IJ

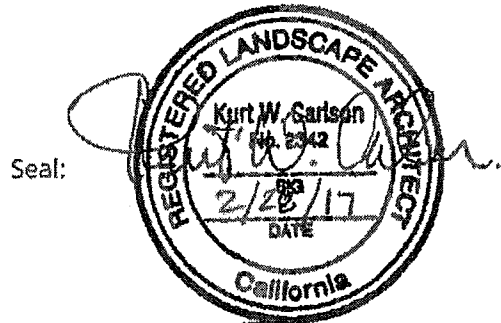
BID DUE DATE:

2:00 PM
NOVEMBER 10, 2016
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Kurt W. Carlson 11.1.16
1) Registered Architect Date
Kurt Carlson



Robert C. Sutherland Jr. 11.1.16
2) Registered Project Engineer Date
Robert C. Sutherland Jr.



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. NOTICE INVITING BIDS

1. To Item 3, Estimated Construction Cost, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 3. **ESTIMATED CONSTRUCTION COST:** The Successor Agency's estimated construction cost for this project is **\$1,723,580.**
2. To Item 4, Bid Due Date and Time, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 4. **BID DUE DATE AND TIME ARE: NOVEMBER 10, 2016 at 2:00 PM.**

C. ATTACHMENTS:

1. To Scope of Work, Section 2, Estimated Construction Cost, page 20, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 2. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,723,580.**

D. ADDITIONAL CHANGES

The following are changes in the **Line Items Tab** in **PlanetBids**:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **~~Stricken out.~~**

Section	Item Code	Description	Unit of Measure	Quantity	Payment Reference
Main Bid	237110	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles	EA	4 3	303-5.10.2

James Nagelvoort, Director
Public Works Department

Dated: *November 1, 2016*
San Diego, California

JN/HMC/Lad

Bid Results for Project Southcrest Trails Neighborhood Park (K-17-6733-DBB-3)

Issued on 09/29/2016

Bid Due on November 10, 2016 2:00 PM (Pacific)

Exported on 11/14/2016

VendorID	Company Name	Address	City	ZipCode	Country	Contact	Phone	Fax	Email
305702	Dick Miller Inc.	930 Boardwalk, Suite H	San Marcos	92078	United States	Glen Bullock	760-471-6842	760-471-6178	jgrace@dickmillerinc.com

Respondee	Respondee Title	Respondee Phone	Respondee Email
Jeanalyn Grace	Asst. Estimator	760-471-6842 ext. 13	jgrace@dickmillerinc.com

Bid Format	Submitted Date	Delivery Method	Responsive	Status	Confirmation #	Ranking
Electronic	November 10, 2016 1:55:13 PM (Pacific)			Submitted	91756	0

Attachments		
File Title	File Name	File Type
Contractor's Certification of Pending Action	Contractor's Certification of Pending Action.pdf	General Attachments
Equal Benefits Ordinance	Equal Benefits Ordinance.pdf	General Attachments
Subcontractors Additive/Deductive Alt.	Subcontractors Additive_Deductive Alternate.pdf	General Attachments
Bid Bond	Bid Bond.pdf	Bid Bond

Line Items									
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total	Reference	
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$17,644.13	\$17,644.13	2-4.1	
2	Main Bid	237310	Traffic Control	LS	1	\$5,307.41	\$5,307.41	7-10.2.6	
3	Main Bid	237310	Mobilization	LS	1	\$31,712.24	\$31,712.24	9-3.4.1	
4	Main Bid		Field Orders (EOC Type II)	AL	1	\$35,000.00	\$35,000.00	9-3.5	
5	Main Bid	237990	Testing under the direction of the Engineer (EOC Type I)	AL	1	\$5,000.00	\$5,000.00	4-1.3.7	
6	Main Bid	238910	Clearing & Grubbing	LS	1	\$15,221.73	\$15,221.73	700-2.15	
7	Main Bid	237310	Excavate and Export (Unclassified Excavation and Export)	CY	300	\$99.53	\$29,859.00	300-2.9	
8	Main Bid	237310	Excavate and Fill (Unclassified Excavation)	CY	700	\$24.97	\$17,479.00	300-4.9	
9	Main Bid	237310	Grading	LS	1	\$50,429.87	\$50,429.87	300-2.9	
10	Main Bid	541330	Water Pollution Control Program Development (SWPPP)	LS	1	\$2,205.52	\$2,205.52	701-13.8.4	
11	Main Bid	237990	Water Pollution Control Program Implementation (SWPPP)	LS	1	\$18,471.20	\$18,471.20	701-13.8.4	
12	Main Bid	541330	Permit Fee (SWPPP) (EOC Type I)	AL	1	\$500.00	\$500.00	701-13.8.4	
13	Main Bid	541370	Survey Services	LS	1	\$19,298.27	\$19,298.27	2-9.2.3	
14	Main Bid	237310	Remove and Replace Existing Curb & Gutter (Type A)	LF	80	\$61.21	\$4,896.80	303-5.9	
15	Main Bid	237310	Remove and Dispose Asphalt Concrete	SF	190	\$5.82	\$1,105.80	9-3.1	

Line Items								
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total	Reference
16	Main Bid	237310	Remove and Replace Existing Sidewalk	SF	350	\$13.99	\$4,896.50	303-5.9
17	Main Bid	237110	1-Inch Domestic Water Service Connection, Valve, Piping & Backflow Preventer	LS	1	\$3,198.00	\$3,198.00	306-14.1
18	Main Bid	237310	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles	EA	3	\$2,708.53	\$8,125.59	303-5.10.2
19	Main Bid	237110	Construct Concrete Low Water Crossing	LS	1	\$3,402.88	\$3,402.88	303-5.9
20	Main Bid	237310	Crushed Aggregate Base	TON	21	\$135.29	\$2,841.09	301-2.4
21	Main Bid	237310	Install 4-Inch PCC Sidewalk	SF	8478	\$3.55	\$30,096.90	303-5.9
22	Main Bid	237310	Painted Traffic Stripes and Accessible Parking Signs	LS	1	\$1,075.19	\$1,075.19	314-4.3.7
23	Main Bid	237110	Amphitheatre Seat Wall	LF	204	\$89.30	\$18,217.20	303-1.11
24	Main Bid	237110	Concrete Retaining Wall	LF	101	\$157.86	\$15,943.86	303-1.11
25	Main Bid	237110	Snake Wall	LF	402	\$98.02	\$39,404.04	303-1.11
26	Main Bid	237110	Monument and Urban Greening Signage	LS	1	\$33,988.75	\$33,988.75	303-1.11
27	Main Bid	237110	Concrete Mile Marker	EA	4	\$1,444.61	\$5,778.44	303-1.11
28	Main Bid	238990	24' Shade Shelter	EA	2	\$30,877.23	\$61,754.46	9-5
29	Main Bid	238990	Install Park Equipment	LS	1	\$25,144.30	\$25,144.30	9-5
30	Main Bid	238990	Wood Split Rail Fence	LF	1380	\$42.46	\$58,594.80	305-2.6
31	Main Bid	238990	Vehicular Gate at Maintenance Entrance	EA	1	\$2,095.24	\$2,095.24	304-1.12.4
32	Main Bid	237990	Install Play Equipment	LS	1	\$136,805.78	\$136,805.78	9-5
33	Main Bid	238910	Install 4-inch DG Surface	SF	12192	\$2.90	\$35,356.80	301-1.7
34	Main Bid	237310	Install Mow Curb	LF	1425	\$16.53	\$23,555.25	303-5.9
35	Main Bid	237310	Install Sports Court (Surface and Base)	SF	2532	\$14.95	\$37,853.40	303-5.9
36	Main Bid	237310	Install Concrete Animal Print Curb	LF	849	\$18.04	\$15,315.96	303-5.9
37	Main Bid	237310	4-Inch Concrete Base and Rubber Surfaces	SF	3611	\$19.56	\$70,631.16	303-5.9
38	Main Bid	238990	Sand (14" Thick)	CY	6	\$443.90	\$2,663.40	9-5
39	Main Bid	561730	Fibar Playground Mulch	CY	17	\$347.24	\$5,903.08	213-3.2
40	Main Bid	561730	Install Landscape and Irrigation (Complete and In-Place)	LS	1	\$179,299.68	\$179,299.68	308-7
41	Main Bid	561730	3-inch Mulch	CY	271	\$73.89	\$20,024.19	308-7
42	Main Bid	561730	15-gallon Trees	EA	225	\$165.41	\$37,217.25	308-7
43	Main Bid	561730	5-gallon Shrubs	EA	299	\$22.72	\$6,793.28	308-7
44	Main Bid	561730	1-gallon Shrubs	EA	1944	\$9.93	\$19,303.92	308-7
45	Main Bid	561730	Flats and Groundcover	EA	482	\$2.98	\$1,436.36	308-7
46	Main Bid	561730	Boulders	EA	34	\$435.59	\$14,810.06	308-7
47	Main Bid	561730	Cobble	TON	68	\$105.41	\$7,167.88	308-7
48	Main Bid	238210	Conduit 2" PVC Schedule 40 and Pullboxes	LS	1	\$35,674.23	\$35,674.23	307-2
49	Main Bid	238210	Meter Pedestal Pad and 100-AMP Meter	EA	2	\$7,079.71	\$14,159.42	307-2

Line Items									
Item Num	Section	Item Code	Description	Unit of Measur	Quantity	Unit Price	Line Total	Reference	
50	Main Bid	238210	Ameron Light Pole and Foundation	EA	29	\$3,843.11	\$111,450.19	307-2	
51	Main Bid	238210	Type A Mast Arm	EA	18	\$2,574.94	\$46,348.92	307-2	
52	Main Bid	238210	Type B Mast Arm	EA	11	\$2,574.94	\$28,324.34	307-2	
53	Main Bid	237990	Concrete for Skate Park	LS	1	\$26,962.44	\$26,962.44	303-5.9	
54	Main Bid	237990	Shotcrete	LS	1	\$62,912.36	\$62,912.36	303-2.11	
55	Main Bid	237990	Steel Rails for Skate Park	LS	1	\$89,874.80	\$89,874.80	304-2.1.4	
							Subtotal	\$1,598,532.36	
56	Alternate Items	238210	Lighting Along Alleyway Boundary	LS	1	\$61,423.64	\$61,423.64	307-2	
							Subtotal	\$61,423.64	
							Total	\$1,659,956.00	

Subcontractors								
Name	Description	License Num	Amount	Type	Address	City	ZipCode	Country
CONSTRUCTION FENCE	Rail Fence & Gate at Maintenance Entrance	762760	\$55,415.00		3802 Rosecrans Street #232	San Diego	92110	United States
Court Concepts, Inc.	Sports Court - Surface and Base	747624	\$8,000.00	CAU,ELBE,M ALE,PQUAL	P.O. Box 710277	Santee	92072	United States
Grindline Skateparks, Inc.	Concrete for Skate Park, Shotcrete & Steel Rails for Skate Park	910106	\$163,000.00	CADIR	4619 14th Ave SW	Seattle	98106	United States
J&B Engineers Surveyors	Surveyor	RCE 29118	\$13,700.00		13670 Danielson St. Ste. G	Poway	92064	United States
Robertson Industries, Inc	Recreational Surfacing per the Specs	667261	\$49,970.50	CADIR	2414 West 12th St, Suite 5	Tempe	85281	United States
Patterson Brothers Lighting	Electrical	501334	\$269,670.00		P.O. BOX 2037	LAKESIDE	92040	United States
Tot Lot Pros	Play Equipment	967975	\$32,500.00		14688 El Mollino St.	Fontana	92335	United States

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