

ATTACHMENT C

Modifications to The Standard References

1-7.2 Contract Bonds

[ADD the following]

The Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Payment Bond shall remain in force until 35 days after the date of recordation of the Notice of Completion.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the Agency to endurance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Agency, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by Agency of Contractor's satisfactory completion of the contract.

The type of securities to be deposited and the method of release shall be approved by the Agency.

3-4 Authority of Board and Engineer

[Add the following:]

The Contractor shall give at least twenty-four (24) hours advance notice when the Contractor will start or resume the Work.

The above notice is to be given during working hours, exclusive of Saturday, Sunday or City holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives.

The Contractor shall notify the City two (2) Working Days in advance of the date that each inspection is needed.

3-7.3 Red-lines and Record Documents

[ADD the following:]

Only written authorization from the City shall be binding over any deviation or change in the Plans and Specifications. Refer to SECTION 3 - CHANGES IN Work for further explanation. The Contractor shall always maintain a control set of Plans and Specifications on the project site. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

3-12.2 Air Pollution Control

[Add the following:]

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including, but not limited to, the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the

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applicable material requirements of the South Coast Air Quality Management District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements. Materials to be disposed of shall not be burned, either inside or outside the highway right of way. The provisions of Subsection 300-1.3 "Removal and Disposal of Materials" of the Standard Specifications permitting disposal of material by burning shall not apply.

3-12.2.1 Smog Control

[Add the following:]

The Contractor shall always maintain strict compliance with all applicable regulations of the South Coast Air Quality Management District. Such regulations shall include, but will not be limited to:

- Maintenance of permits for all equipment requiring such permitting by the SCAQMD or State Air Resources Board.
- Compliance with all permit conditions of permitted equipment including operating conditions, equipment maintenance, installation of emission control devices, and record keeping.
- Mitigation of all smoke, odors, or other air emissions that may constitute a nuisance.

If the smoke problem becomes excessive, it may be necessary to add an additional blower system to reduce the problem. No additional compensation will be made for any necessary steps required to reduce the smoke.

3-12.3 Noise Control

[Add the following:]

The noise level from the Contractor's operations shall conform to Chapter 9.20 of the Del Mar Municipal Code as amended by Ordinance No. 452. A copy of this ordinance is available upon request.

3-12.6.4 Dewatering

[Add the following:]

The Contractor is advised that groundwater may be encountered during construction of project. If groundwater is encountered, the Contractor shall dewater the trench as required for proper installation of the pipeline and protection of the workers at no additional cost to the City in accordance with Section E herein. The Contractor shall comply with all requirements of the California Regional Water Quality Control Board, San Diego Region, regarding discharge of groundwater from dewatering, including Permit Order No. R9-2008-0002 General Waste Discharge Requirements for Discharges from Groundwater Extraction and Similar Discharges to Surface Waters within the San Diego Region Except San Diego Bay and procure all permits and/or authorizations required to dewater the pipeline trench.

If the groundwater discharge is applied to land without entering a municipal storm drain (MS 4) system or defined streambed, then Order No. R9-2008-0002 is not applicable. Prior to discharging water on private property, The Contractor shall obtain written permission of the owner(s) approving such use. Said written permission shall be submitted to the City.

a) Other Discharges

For all other wastewater discharge situations, the Contractor shall, at his sole expense, obtain a discharge permit from the California Regional Water Quality Control Board, San Diego Region.

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A copy of said discharge permit shall be provided to the City. The Contractor shall comply with conditions therein and perform the monitoring required.

b) Miscellaneous Discharge Requirements

The Contractor shall not allow any discharges from the construction site which may have an adverse effect on receiving waters of the United States. The wastewater discharge shall not contain a concentration of total residual chlorine of more than 0.1mg/1. The wastewater discharge shall not contain oils, greases, waxes, or other potentially hazardous materials. The wastewater discharge shall not cause erosion or sedimentation in the receiving water. The Contractor shall provide written notification to the City that owns, operates, and maintains the storm drain conveyance system a minimum of one (1) week prior to the start of any discharge into a storm drain conveyance system.

The San Diego Water Board has issued several waivers. Review the current information on the California Regional Water Quality Control Board's website.

6-1.1 Construction Schedule

[ADD the following]

The Contract Time shall be [TBD] Working days unless specified otherwise in the Contract Documents i.e., Contract Form or Notice Inviting Bids. The Construction Schedule shall include 5 Working Days for approved weather-related delays.

6-9 Liquidated Damages

[MODIFY the value]

The amount of the Liquidated Damages shall be \$500 per Working Day.

7-3.4 Mobilization

[ADD the following]

Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all equipment; furnishing and erecting, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work.

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

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

Payment for mobilization and demobilization is unique since there are various sites throughout the City. The Contractor shall include mobilization and demobilization in each item of Work listed in the Bid Schedule and no additional compensation shall be allowed. No payment for mobilization, or any part thereof will be approved for payment under the contract until mobilization

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items listed above have been successfully completed and the Contractor is ready to move onto the next item of Work. The amount of the Contractor's Bid which will be allowed for mobilization shall be limited to a maximum 6.0 percent of the total Bid amount, unless the Contractor can show written proof that his actual mobilization exceeds that amount. The City shall retain 25% of the mobilization allowance for demobilization. Payment for demobilization will be made following the completion of each Work item.

7-2 Measurement and Payment

[ADD the following]

Each month, the Contractor shall meet with the Engineer, a minimum of three working days prior to the submittal of the progress payment to the Agency, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the contract Unit. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

Payments are commonly authorized and made within 30 days following the 10th day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

The final retention will be authorized for final payment thirty-five (35) days after the date of recordation of the Notice of Completion.

The Contractor, however, may receive interest on the retained amount, or receive the retained amount itself so long as the securities equivalent to the retained amounts are substituted with escrow holder approved by the Agency.

At the request and expense of the Contractor, retained amounts or securities equivalent to the retained amounts may be deposited with the State Treasurer or a State or Federally-chartered bank as the escrow agent, who shall return such monies or securities to the Contractor upon satisfactory completion of the contract.

Surety eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts and stand-by letters of credit.

Escrow agreements shall be substantially like the form "Escrow Agreement for Security Deposits" in lieu of retention as contained in Section 4590 of Chapter 13 of Division 5 Title 1 of the Government Code.

Payment for the Work that has not been identified as a separate Bid item shall be included in the other Bid items; no additional payment will be made.

400-2 Permanent Survey Markers

[ADD the following:]

In accordance with Senate Bill 1563, the Contractor shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or

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benchmarks without the consent of the Engineer. The Contractor shall bear the expense of replacing any that may be disturbed. Replacement shall be done only under the direction of the Engineer by a Registered (licensed) Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

The centerline monuments for all intersections within the project limits shall be permanently tied out prior to cold milling and overlay and re-established after final asphalt concrete paving. Upon submittal of all corner records and centerline tie notes and monuments to the Office of the County Surveyor, the Contractor shall submit copies of the same records to the Agency. Contractor shall also submit accepted and filed corner records upon acceptance by the Office of the County Surveyor prior to completion of the project.

The Contractor shall perform and be responsible for the accuracy of surveying adequate for construction, however the task of surveying itself shall be performed under the direction of a licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying, retained or provided for by the Contractor. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor and for replacement of stakes or field markings lost for any reason will be the responsibility of the Contractor. The cost to re-establish and file a corner record and tie sheets for any monumentation that is damaged or lost for any reason will be the responsibility of the Contractor.

The Contractor shall be responsible for inventorying all existing striping that will be affected by the Work and tying out all utility covers that will require adjustment to grade after the proposed finished surface is placed. The Contractor shall be responsible for protection of existing survey monuments and centerline ties. The Contractor shall be responsible for the finished Work's conforming to the lines, grades and benchmarks given by the Engineer.

The Contractor shall establish supplementary benchmarks, elevations, lines and grades and any other necessary controls, which are not established by the Engineer and which are necessary to complete the Work. Compensation for the Work by the Contractor shall be included in the various contract Bid items and no additional compensation shall be made therefore.

All construction surveying, monument preservation, and monument replacement surveying necessary to complete the Work as shown on the plans and provided for in these contract documents and specifications shall be accomplished by or under the direction of a licensed Land Surveyor or Professional Engineer, with the ability to practice land surveying in the State of California, retained or provided by the Contractor. The Agency reserves the right to direct additional construction surveys to be performed by the Contractor when it feels it is required to adequately construct the Work.

All costs to the Contractor for protecting, removing, restoring, repairing, replacing, or reestablishing monuments or accessories to monuments or costs associated with the preparation or filing of Corner Records pursuant to sections 8700 to 8806 of the Business and Professions Code shall be included in the various contract Bid items and no additional compensation shall be made therefore.

Full compensation of conforming to the requirements of this section shall be included and no additional compensation shall be made therefore, and shall include, but not be limited to, construction staking of all proposed improvements, locating survey monuments, re-setting of affected survey monuments, and centerline ties. Preparing and filing affected centerline tie sheets and Corner Records, locating Bench Marks and notifying the County Surveyor's Office of same, professional office services and field calculations, and furnishing all labor, materials, tools,

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equipment, and incidentals for doing all Work involved, and no additional compensation will be allowed therefore.

When the contract does not include a pay item for monument preservation and unless otherwise provided in the specifications, full compensation for all monument preservation required to complete the Work shall be included in the price Bid for other items of Work and no additional compensation will be allowed therefore.

600-1 General

[Add the following:]

Within ten (10) calendar days after notification of award, the Contractor shall submit, for review and approval by the Engineer, a Traffic Control Plan. The Traffic Control Plan shall be signed and stamped by a traffic control specialist, familiar with the preparation of traffic control plans per the California MUTCD and furthermore, signed and sealed by licensed engineer for work on Camino del Mar, Via de la Valle, and Jimmy Durante Blvd.

Throughout each Work period, Contractor shall inspect traffic control (signs, barricades, arrow boards, and delineators) and shall maintain same in accordance with said manual. All temporary signs shall be placed on a Type 1 barricade with a flasher.

The Contractor shall provide, to the Engineer, a telephone number at which the Contractor's representatives can be reached, at any hour, should an emergency occur requiring replacement or relocation of the required traffic control devices.

It is essential that the Work be properly planned and that the Work proceed according to the approved schedule.

The Contractor shall provide general courtesy notices to all occupants of residences or businesses within 300 feet of proposed Work, printed door hanging type notices measuring 8 1/2 by 11 inches in size advising the occupants of schedule Work affecting access and secondly, specific notices to all occupants of residences or businesses advising them when they may have limited access to property due to construction – BE SPECIFIC and INFORMATIVE.

Example text: On ___ (Date) from 7:30 AM until 12:00 PM access to your driveway will not be possible due to asphalt street repairs, please remove your vehicles and park in a legal space on the street or at a neighbor's property if you will require use of your vehicle.

The Contractor shall include contact name and company information and on a formatted sheet as approved by the Engineer.

The Contractor shall provide enough written notice, forty-eight (48) hours prior to the start of any phase of the Work, to all affected businesses and property owners, and shall be responsible for protection of all private and public property in the vicinity. The Contractor shall submit a sample notification letter to the Engineer for review and approval prior to distribution. Damages to any such properties or utilities caused by Contractor's operations shall be corrected by the Contractor at no cost to the City.

All signs shall be illuminated or reflectorized when they are used during hours of darkness. All cones, pylons, barricades, or posts used in the diversion of traffic shall be reflectorized.

All signing, barricading and diversion of traffic shall be subject to the approval of the Engineer. The Contractor shall provide a telephone number at which the Contractor's representatives can

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be reached should an emergency occur requiring replacement or relocation of the required traffic devices.

All existing traffic signs and street signs shall be maintained in visible locations during construction. Signs designated for removal shall be salvaged and delivered to the Agency Yard or disposed of as directed by the Agency.

"TEMPORARY NO PARKING" signs shall be posted at least seventy-two (72) hours in advance of the Work. The signs shall be placed no more than 50 feet apart on each side of the alleys, streets, and parking areas and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. Removal of signs and furnishing and placing of barricades, if necessary, for posting of signs shall be provided by the Contractor. Signs shall not be posted on any tree, utility pole or traffic sign. These signs shall be removed when the street is reopened for traffic.

Should the Contractor elect to alter the existing traffic stripes and markings, or to divert the flow of traffic on the construction project for its convenience and there are no specific pavement markings or lane delineations shown on the Plans or in the Specifications, he/she shall provide the necessary temporary striping in accordance with the California Manual of Uniform Traffic Control Devices (CA MUTCD) Manual, unless otherwise directed by the Engineer.

At least one 12-foot wide traffic lane shall always be provided for each direction of travel on all streets, except as permitted by the Engineer. The traffic lanes shall be maintained on pavement and remain unobstructed.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction. The use special of equipment maybe required (i.e. offset boom excavating equipment, etc.) to maintain traffic lane width, no additional compensation will be made.

The Contractor shall always provide access to all fire hydrants, valves, vaults, meters and pull boxes. Traffic signals, pedestrian signals and stop signs shall always remain unobstructed.

All trenches shall be plated and recessed at the end of each Working Day.

The Contractor shall schedule the Work in such a manner that no construction vehicle shall traverse any newly laid street pavement.

601-2.1.5 Traffic Control for Street Closures and Detours

[Add the following:]

The Contractor shall prepare a permit application for street closure and shall attach two copies of the proposed traffic control signing, barricading, and/or detour routing. The permit application and accompanying attachments shall be submitted to the Engineer for review at least seventy-two (72) hours prior to the start of such Work. Upon approval from the Engineer, a no-fee Street Closure Permit will be issued. No Street Closure, Lane Closure, Detour or other Work requiring traffic control shall commence prior to issuance of said permit.

The Contractor shall notify the Engineer a minimum of five (5) working days prior to closing or restricting left-turn movements. Contractor shall provide sequential arrow boards for all lane closures. A minimum of ninety-six (96) hours prior to restricting left turn movements and/or closing left-turn pockets, the Contractor shall post sign in advance of and in the area of the closure or restriction. The signs, as a minimum, shall notify the public of the date(s) of the closure and the duration.

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Judgment as to adequate or enough barricading and signing shall be that which is enough and adequate in the opinion of the Engineer.

The Contractor shall relocate, preserve and maintain the visibility of all existing signs within the project limits which affect the flow of traffic, as directed by the Engineer. Any signs which are damaged or found to be missing during construction shall be replaced by the Contractor at his expense as directed by the Engineer. All other signs that interfere with the course of Work and are not necessary for the safe flow of traffic will be removed and replaced by the City. Traffic control signs include Stop Signs, Speed Limit, Parking Restriction and other regulatory signs.

1000-1.1, Terms, Definitions, and Acronyms

[Revise to read]:

Del Mar Municipal Code (DMMC) requires development of Stormwater Management Plan. The Stormwater Management Plan shall specify the way the Discharger/Applicant will implement the BMPs required by DMMC Chapter 11.30, including but not limited to the applicable BMPs required.

1001-1.2.1, Illegal Discharges

[Revise Section to read:]

Any discharge to the MS4 that is not composed entirely of storm water except discharges allowed under an NPDES permit and discharges conditionally allowed under the MS4 permit, as set forth in Del Mar Municipal Code section 11.30.060. Illicit discharges include irrigation runoff discharged to the MS4.

1001-1.3, Additional Control Requirements for Areas of Special Biological Significance

[Delete Section 1001-1.3]

1001-1.4.1, Training

[Revise Section to read:]

You shall ensure that all persons responsible for compliance with the City's Storm Water Standards Manual, Municipal Permit, and CGP shall be appropriately trained in accordance with the CGP. Training shall be both formal and informal, occur on an ongoing basis, and shall include training offered by recognized governmental agencies or professional organizations. You shall include documentation of all training to the Engineer and as required by the Annual Report.

1001-1.8.6, Permit Registration Documents (PRDs)

[Revise Section to read:]

The SWPPP shall be prepared in general accordance with Caltrans, Storm Water Quality Handbooks, SWPPP and Water Pollution Control Program (WPCP) Preparation Manual at the time of application for building or grading permit for review by the City. The Caltrans, Storm Water Quality Handbooks, SWPPP and WPCP Preparation Manual is available for purchase by contracting Caltrans directly, or can be accessed online.

1001-2.4, Non-Storm Water Management

[Delete Section 1001-2.4.1]

[Revise Section 1001-2.4.3 to read:]

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You shall clean streets in such a manner as to prevent unauthorized non-storm water discharges from reaching surface water or drainage conveyance systems.