



Contract Documents for:

**CASA CASILLAS – ARTIST SPACE
CIP #GGV-0262**

THIS IS A PREVAILING WAGE PROJECT

**CASA CASILLAS – ARTIST SPACE
CIP #GGV-0262**

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**CITY OF CHULA VISTA
STATE OF CALIFORNIA**

NOTICE TO CONTRACTORS

PUBLIC NOTICE IS HERBY GIVEN THAT ELECTRONIC BIDS will be received by the City of Chula Vista ("City") through vendor PlanetBids until 2:00 p.m. on **WEDNESDAY, APRIL 26, 2023** at which time they will be publicly opened through PlanetBids for performing work as follows:

**CASA CASILLAS – ARTIST SPACE
CIP #GGV-0262**

(the "Project"). The City of Chula Vista PlanetBids link for downloading the Project bid and contract documents and uploading bid documents is:

www.planetbids.com/portal/portal.cfm?CompanyID=15381.

There will be a **NON-MANDATORY** pre-bid meeting on **Tuesday, April 4, 2023** at 10:00 a.m. at 50 N 4th Ave, Chula Vista, CA 91910.

Complete bid and contract document sets will be available electronically and at no cost only at chulavista.gov, where a link to PlanetBids.com is provided. It shall be the responsibility of the prospective bidders ("Bidders") to download and print the bid and contract documents for review and bid submittal. Bidders shall only use the electronic bid schedule provided on PlanetBids and shall also check PlanetBids for any issued addenda prior to bidding.

Bidders shall be solely responsible to ensure their bid is submitted electronically prior to the stated deadline and in conformance with all bid submission requirements of City and PlanetBids. Bidders can modify their bids electronically through PlanetBids at any time prior to the bid submission deadline. Bidders will not be able to electronically submit or modify their bids after the stated deadline. The City will not consider any oral, written, or telegraphic submissions or modifications.

The City will review bids after the submission deadline and make bids available for public viewing on the PlanetBids.com website. Upon electronic bid opening, PlanetBids will list all Bidders and their grand total bid amounts. The apparent three lowest Bidders must submit original bid documents to the City of Chula Vista's Director of Public Works at the John Lippitt Public Works Center 1800 Maxwell Road, Chula Vista Ca 91911 within three (3) consecutive working days after the bid submission deadline. The City's determination of the lowest responsive and responsible bidder shall be posted at chulavista.gov for public viewing.

The City hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this Notice, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

The Contractor and its subcontractors are required to pay prevailing wage ("**Prevailing Wage Rates**") to persons employed by them in any contract entered into pursuant to this Notice. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the City has ascertained the general prevailing wage scales applicable to the work to be done. The prevailing wage scales are those determined by the Director of Industrial Relations, State of California (DIR).

The State prevailing wage rates determination is available directly from the DIR; Office of Policy, Research and Legislation, State of California home page under www.dir.ca.gov/oprl/.

No bid shall be considered unless it is made on a bid proposal form furnished by the Director of Public Works via PlanetBids. Each bid must be accompanied by certified or cashier's check or bid bond in an amount equal to at least ten percent (10%) of the amount bid, such Guaranty to be electronically scanned and uploaded to PlanetBids and such Guaranty to be forfeited should the bidder to whom the Contract is awarded fail to enter into the Contract. The apparent three lowest Bidders must submit original Guaranty to the City of Chula Vista's Director of Public Works within three (3) consecutive working days after the bid submission deadline. No bidder's Guaranty is required if the bid amount is fifty thousand dollars (\$50,000) or less.

City requires Performance and Labor and Material Bonds to be issued by a Surety authorized to transact such business in the State of California, be listed as approved by the United States Department of Treasury Circular 570, and who Underwriting Limitation is sufficient to issue bonds in the amount required by any contract entered into pursuant to this Notice. Approved listing can be obtained through the United States Department of Treasury's website www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm. Any renewal certificates required during the course of the contract must be renewed and received by the City within fifteen (15) days prior to expiration and must meet the same criteria. No substitutions shall be allowed.

Bidder acknowledges the duty to provide bonds from a surety specified in the bid specifications. By bidding on this Project, (1) Bidder waives any rights they may have under Civil Code Sections 995.660 and 995.670; and (2) Bidder agrees to indemnify and hold City harmless against any loss, liability, expense, or expenditure, including attorney's fees and costs, which City may suffer in any claim, action, suit or other proceeding that may be brought by a surety submitted by Bidder that does not meet the United States Department of Treasury's Circular 570 specifications for a surety. Bidder acknowledges that City may reject any and all bids, and that if a low bidder bids with a lower cost premium for sub-specification performance and payment bonds, other bidders not similarly taking advantage of the lower cost premium will be put in a cost disadvantage in the bid process, and that this may, in the City's judgment, necessitate re-bidding the Project.

City requires that throughout the duration of any contract entered into pursuant to this Notice, insurance be retained and maintained with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A with a Financial Size Category (FSC) of Class V in the amounts specified in the contract. If insurance be retained and maintained with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A, FSC X. Contractor must provide evidence of insurance within ten (10) days after the award of the contract and approved prior to commencement of work under the contract. Contractor must renew any insurance terminating during the course of the contract before such insurance is terminated and Contractor must provide evidence of renewal to the City within fifteen (15) days prior to the expiration of the prior policy and must meet the same criteria. Contractor must include all subcontractors as insured under its policies or furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors is subject to all of the requirements as above. No substitutions shall be allowed.

In performing work under this contract, the Contractor shall comply with all federal, state, and local laws and regulations relating to storm water pollution prevention, including but not limited to:

- Federal Clean Water Act
- California Porter-Cologne Water Quality Control Act
- National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 (NPDES Construction General Permit), and any subsequent reissuances of or amendments thereto

- o City of Chula Vista Municipal Code Chapter 14.20
- o City of Chula Vista BMP Design Manual


The City may reject a bid on the basis of a bidder, or any principal, officer, employee of such bidder, or other person or entity that has a proprietary interest in such bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation. **All bid protest must be presented in writing and filed with the City of Chula Vista's Director of Public Works within five (5) consecutive working days after the bid submission deadline indicated in this Notice to Contractors.**

The City does not warrant, represent, or guarantee the accuracy, completeness, or adequacy of information provided by or obtained from any third-party source. The City shall not be responsible or liable in any way whatsoever for any loss or damages of any kind, nature, or scope, including, but not limited to, time, money, or goodwill arising from errors, inaccuracies, or omissions in any documents and/or information provided by or obtained from any third-party source.

The special attention of prospective bidders is called to Bid Proposal Requirements and Conditions for instructions regarding bidding starting on the following page, which is incorporated into this Notice of Contractors as if fully set forth herein.

The City reserves the right to reject any or all bids and to waive any irregularity or informality in any bid to the extent permitted by law. The City further reserves the right to take all bids under advisement for a period of one-hundred and twenty (120) calendar days after the bid submission deadline. All costs incurred by bidders as a result of preparing bids under this Notice shall be the sole responsibility of each bidder. This Notice neither creates nor imposes any obligation upon the City to enter into a contract.

DATED: 3/22/23


Matt Little
Director of Public Works
City of Chula Vista

BID PROPOSAL REQUIREMENTS AND CONDITIONS

1. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK

The bidder is required to carefully examine the site and Contract Documents for the Project, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract Documents. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examinations.

Any Request for Information (RFI) regarding the advertised Project must be submitted via PlanetBids no later than five (5) working days prior to the bid submission deadline. The City may or may not respond to a Bidder's RFI. Any RFI request after the deadline will not be entertained.

2. BID PROPOSAL FORMS

All bid proposals must be submitted electronically through the vendor PlanetBids, upon forms furnished by the Department of Public Works.

The following documents **MUST** be completed and submitted electronically with the bid:

1. Bid Proposal
2. Individual, or Co-Partnership, or Corporation letter authorizing capacity(ies) for signature
(See enclosed Sample Letter)
3. List of Contractors
4. Affidavit to Accompany Proposal
5. Bidder's Bond to Accompany Proposal (for bids greater than \$50,000)
6. City of Chula Vista Disclosure Statement
7. Signed Addenda (if any)
8. Bid Submittal Checklist

After receipt of the Notice of Award, the Contractor **MUST** complete and provide within ten (10) working days the following documents:

1. Contract
2. Bond for Faithful Performance (for bids greater than \$25,000)
3. Bond for Material and Labor (for bids greater than \$25,000)
4. Non-Collusion Affidavit
5. Workers' Compensation Insurance Declaration
6. Evidence of Liability Insurance (see Section 7-3 of the City of Chula Vista Standard Special Provisions)
7. Guaranty (if required)

3. BID REVIEW AND RESULTS

City shall review properly submitted bids after the bid submission deadline and make bids submitted available for public viewing on the PlanetBids.com website. The City will post its determination of the lowest responsive and responsible bidder at *chulavista.gov* for public viewing.

4. REJECTION OF BIDS CONTAINING ALTERATIONS, ERASURES, OR

IRREGULARITIES

Bids may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

In the event of a conflict between unit bid price and the extended total price, the unit price shall prevail. In the event of a conflict between a lump sum unit price and the extended total price, the lump sum unit price shall prevail. In the event of a conflict between the sum of extended total price(s) and the grand total of the bid, the sum of the extended total prices shall prevail. Bids in which the prices are materially unbalanced may be rejected. The Director of Public Work's discretion may be used to correct arithmetical errors, including but not limited correction of the extended total price.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every potential omission, inconsistency, error, or other irregularity which may occur in a bid. Any situation that is not specifically provided for will be resolved in the discretion of the Director of Public Works, and that discretion will be exercised in a manner deemed by the Director of Public Works to best protect the public interest in the prompt and economical completion of the work. The decision of the Director of Public Works respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Bidders may file a bid protest with the City of Chula Vista, Director of Public Works. The Bidder's protest must:

- A. Be filed in writing not later than 5:00 p.m. on the fifth (5th) business day after the bid submission deadline;
- B. Clearly identify with specificity any and all alleged irregularities or other bases for the protest;
- C. Specify, in detail, the factual and legal grounds for the protest; and
- D. Include all relevant supporting documentation with the protest at time of filing.

If the protest does not meet all of the above requirements, the City may reject it without further review.

If the protest is timely received and complies with all of the above requirements, the City will seek a written response from the challenged bidder. The City will then review the protest, any response from the challenged bidder, and any other information deemed relevant by the City in its sole discretion. The City will provide a written response to the protesting bidder.

The procedure and time limits set forth in this section are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

The City reserves the right to reject any and all bids.

5. CONTRACTOR AND SUBCONTRACTOR LICENSING REQUIREMENTS

In accordance with Business and Professions Code Section 7028.15, all project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for bid opening. In accordance with Business and Professions Code Section 7030.5, bidders must verify their Contractor's License number and license expiration date on the bid forms under penalty of perjury. Licenses must be issued by the Contractor's State License Board of California and must be maintained in good standing throughout the term of the contract.

For project specific license requirements see Special Provisions - Technical.

Further, all traffic control plans must be prepared and signed by an “A” or a “C-31” licensed contractor or stamped by a licensed Traffic Engineer.

All contractors and subcontractors of every tier are required to have a valid City of Chula Vista business license prior to start of work.

The City shall require from all prospective bidders the completion, under penalty of perjury, and submittal of a standard form of information whether such prospective bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so, to explain the circumstances.

6. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION REQUIREMENTS

No contractor or subcontractor may be listed on a bid proposal for a public works bid project unless registered with the California Department of Industrial Relations (“DIR”) to perform a public work pursuant to Labor Code section 1725.5, subject to limited exceptions as provided in the Labor Code. No contractor or subcontractor of any tier may be awarded a contract for a public work without proof of registration with the DIR pursuant to Labor Code 1725.5, subject to limited exceptions as provided in the Labor Code. This project is subject to compliance monitoring and enforcement by the DIR.

7. WAGE RATES AND CLASSIFICATIONS FOR PREVAILING WAGE PROJECTS

Contractor acknowledges that this contract is subject to the provisions of the Labor Code relating to public works and prevailing wages and agrees to be bound by all the provisions thereof as though set forth fully herein. In accordance with the provisions of section 1773 of the Labor Code, the City has ascertained that the general prevailing wage scales are applicable to the work to be done. Contractor and its subcontractors, equipment providers, and material suppliers of every tier acknowledge and agree to pay prevailing wages to persons employed by them in performing a covered work classification for the Project in accordance with Labor Code Section 1771 and 1774. The prevailing wage scales are those determined by the DIR and are available at the DIR’s website. The Contractor who is awarded the Contract and who intends to use a craft or classification not shown on the general prevailing wage rates determinations may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general wage rates determinations effective at the time of the call for bids. Contractor and its subcontractors, equipment providers, and material suppliers of every tier acknowledge and agree to comply with and be subject to Labor Code section 1775 (Penalties for Violations).

Contractor acknowledges and agrees to comply with the provisions of Labor Code section 1776 including but not limited to fulfilling its duty to keep accurate payrolls, make payroll records available, and inform the City of the location of such records.

The Contractor is required to provide with its bidding documents a list of its subcontractors, equipment providers, and material suppliers of every tier and the classifications and wages of its workers. The worker classifications must be compliant with the specifications of the DIR.

To verify compliance with State prevailing wage requirements, the DIR maintains an online registry of Contractors to which Contractor will be required to register and submit certified payrolls. This Project is

subject to compliance monitoring and enforcement by the DIR.

In addition to State and Federal prevailing wage requirements, the following State requirements apply:

- Labor Code 1810: Hours in legal day's work;
- Labor Code 1813: Penalty for exceeding legal day's work; and
- Labor 1815: One and one-half time rate of pay.

The Contractor is required to be in conformance with these sections and all other applicable Federal, State, and local laws and regulations. Nothing contained above shall be construed to any way limit Contractor's obligations to comply with any and all such laws and regulations.

8. EMPLOYMENT OF APPRENTICES

Contractor and all subcontractors of every tier shall comply with all requirements for employment of apprentices as provided in the Labor Code and all other applicable laws and regulations, including but not limited to Labor Code sections 1777.5, 1777.6, and 1777.7. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the DIR, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

The Contractor and all subcontractors of every tier shall comply with and are subject to section 1776 of the Labor Code concerning, among other things, payroll records of wages paid, inspection, effect of non-compliance, and penalties. Copies of the wage reporting form are available from Division of Labor Standard Enforcement (DLSE).

9. BIDDER'S GUARANTY

The City's Charter requires that all bids of more than fifty thousand dollars (\$50,000) shall be accompanied by certified or cashier's check or a bidder's bond, made payable to the City of Chula Vista. If bidders bond is utilized for this guaranty, bond shall be executed by a surety authorized to transact such business in the State of California and surety's Underwriting Limitation, as listed in the United State Department of Treasury's Circular 570 (website address www.fiscal.treasury.gov/surety-bonds/circular-570.html) listing of approved surety companies, shall be sufficient to issue bonds in the amount required by the Contract.

All bids shall be accompanied by a Bidder's Guaranty if the amount of the bid exceeds fifty thousand dollars (\$50,000). The Bidder's Guaranty shall be for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such Guaranty is enclosed therewith.

The Contractor is responsible for including a proper bid Guaranty whether or not the amount of the total bid is correct. If it is found upon opening of the bid and checking the bid items that a bid guaranty should have been included and was not (the correct grand total bid amount exceeds fifty thousand dollars (\$50,000)), the bid shall be rejected. Also, if the amount of the bid bond is less than that specified in the Notice to Contractors or in the specifications referred to therein, the bid shall be subject to rejection. Cause for rejection for insufficient amount of bid Guaranty shall be left to the discretion of the City.

10. AWARD AND EXECUTION OF CONTRACT

The award of the Contract will be to the lowest responsive and responsible bidder as determined by the City.

The successful bidder shall execute the Contract and return the same, together with the Contract bonds, to the City of Chula Vista within ten (10) working days, after the bidder has received the Contract for execution. Failure to do so shall be just cause for forfeiture of the bid proposal guaranty. The executed contract documents shall be delivered to the following address:

**1800 Maxwell Road,
Chula Vista, CA 91911
Attn.: Kristi Phillips**

11. SUBCONTRACTING

In accordance with California Public Contract Code Section 4104(a)(1), bidders shall set forth the name and the location of the place of business of each subcontractor who is proposed to perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

In addition to the foregoing, the City requires that the prime Contractor identify ALL subcontractors, equipment providers, and material suppliers performing ANY work on the Project, regardless of the percentage of the total bid to be performed by the subcontractor, equipment provider, or material supplier. The City has included a form titled "LIST OF CONTRACTORS" on which the prime Contractor shall identify all of the following:

1. Name, Address and Telephone Number of all contractors.
2. License Number(s) and class(es) of License(s) held by all contractors.
3. DIR Registration Number(s) for all contractors
4. Description of Work to be performed by all contractors.
5. Bid Schedule Line Items
6. The Percentage of Each Line Item to be performed by the contractor.
7. The Percentage of the Total Project bid by to be performed by the contractor.
8. Worker Classifications for all contractors.
9. Contact person, telephone number, and email for all contractors.

If the Contractor violates Public Contract Code § 4100 et seq., the City may exercise the remedies provided under Public Contract Code. The City may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The bidder's attention is directed to the other provisions of the Public Contract Code related to penalties for failure to observe the provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Each subcontractor must comply with the Contract Documents and must have an active and valid State Contractor's license with a classification appropriate for the work to be performed (Business and Professional Code, § 7000 et seq.).

No subcontract releases the Contractor from any obligations or requirements of the Contract Documents or relieves the Contractor of their responsibility for a subcontractor's work.

Contractor shall not use a debarred subcontractor; a current list of debarred contractors is available at the DIR web site at: www.dir.ca.gov/dlse/debar.html. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void. A debarred subcontractor may not receive any public funds for performing work as a subcontractor on a public works contract. Any public funds paid to a debarred subcontractor by the Contractor shall be returned to the City. The successful bidder, as Contractor, shall be solely responsible for the payment of wages to workers of a debarred subcontractor that has been allowed to work on the Project. Upon request by the Director of Public Works, Contractor shall immediately remove and not use a subcontractor who fails to prosecute the work satisfactorily.

As a condition precedent to City making a final progress payment for the project, Contractor must complete a supplement to its List of Contractors form to provide City with a complete list of all subcontractors performing work on the project.

12. PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

The prime Contractor and subcontractors shall pay any and all subcontractors not later than seven (7) days of receipt of each progress payment in accordance with the provision in section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of section 7108.5 may subject the violating Contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the City, Contractor, or any subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

13. LABOR NONDISCRIMINATION

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations), Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

14. REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCE

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe.

The Contractor shall immediately cease work in conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed.

15. LABOR COMPLIANCE/JOB SITE POSTERS

City hereby gives notice to Contractor and its subcontractors that Contractor is required to post any and all labor compliance and job site notices prescribed by federal, state, or local law or regulation, including but not limited to the following **for all projects**:

- DFEH-162 - “Discrimination and Harassment in Employment are Prohibited by law”;
- DFEH-162S - “La ley Prohíbe la Discriminación y el Acoso en el Empleo – Spanish/Espanol”; and
- DSLE8 - The Department of Industrial Relations’ posters “Payday Notice”

In addition, for State Funded projects, City hereby gives notice to Contractor and its subcontractors that Contractor is **required to post the following**:

- 16429-I - Notice of Labor Compliance Program Approval – English
- 16429-I-S - Notificación Sobre La Aprobación Del Programa Para El Cumplimiento De La Ley Laboral – Spanish/Espanol.

Copies of all of said posters are incorporated as an **appendix** included for reference only. It is the responsibility of the Contractor to obtain the latest required posters from the US Department of Labor’s website at www.dol.gov/general/topics/posters or Caltrans Local Assistance’s website at <https://dot.ca.gov/programs/construction/labor-compliance/labor-compliance-posters>.

16. PIGGYBACK PROCUREMENT

Not applicable.

17. INDEMNIFICATION FOR BID DEFECTS OR ERRORS

By submitting a bid, Bidder agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City of Chula Vista and its elected officials, employees, agents, contractors, and volunteers (each a “City Party”, collectively, the “City Parties”) from and against any and all liability, loss, damages, claims, expenses (including without limitation attorney fees, expert witness fees, and fees and cost of litigation) of every nature (collectively, “Liability”) arising out of or in connection with the acts or omissions of Bidder, its employees, subcontractors, representatives, or agents (each a “Bidder Party”; collectively the “Bidder Parties”) in bidding to perform the Work or its failure to comply with any obligations under the Bid documents or Contract Documents, except such liability caused by the active negligence, sole negligence, or willful misconduct of City. This obligation to indemnify, defend, and hold harmless includes any Liability arising from alleged defects in the content or manner or submission of Bidder’s bid. Bidder’s failure to timely accept a tender of defense pursuant to this provision will be deemed a material breach of the Contract.

18. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Bidder should, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured Products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as

concrete; glass, including optical fiber; and lumber.

19. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246.

Federally assisted construction contracts.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be

canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Par II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions; Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)

Each Contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

21. CLEAN AIR ACT

Bidder is required to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387)

22. DEBARMENT AND SUSPENSION

A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

23. BYRD ANTY-LOBBYING AMENDMENT

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award. See Appendix “H”.

BID PROPOSAL

To the Honorable Mayor and City Council of the City of Chula Vista.

The undersigned acknowledges that he/she has carefully examined the plans and specifications for:

**CASA CASILLAS – ARTIST SPACE
CIP #GGV-0262**

and that he/she has examined the location of the proposed work and has read and understands the accompanying instructions to bidders and all Contract Documents, and hereby proposes to furnish all materials, and do all the work required to complete the said work in strict accordance with the plans, specifications, Special Provisions, and all Contract Documents for the Project for the unit price(s) or lump sum(s) set forth in the following schedule. **Any Request for Information (RFI) regarding the advertised Project must be submitted via PlanetBids no later than five (5) consecutive working days prior to the bid submission deadline. Any RFI request received later than five (5) consecutive working days prior to the bid submission deadline will not be entertained.**

The Contractor has 250 WORKING DAYS to complete the Project.

Item	Description	Qty	Unit	Unit Price	Total
1	Lead Abatement and Disposal, per “Appendix E: Asbestos and Lead-Based Paint Survey Report”	1	LS		
2	Additional Sampling and Testing for Asbestos and Lead, per “Appendix E: Asbestos and Lead-Based Paint Survey Report”	Allowance		\$5,000	
3	Clearing and Grubbing, Removal and Disposal of Existing Improvements	1	LS		
4	Prepare and Implement Construction Storm Water Pollution Control Plan	1	LS		
5	Excavation and Grading	1	LS		
6	Roofing System Improvements	1	LS		
7	Roof Access Hatch	2	EA		
8	Replace Windows	1	LS		
9	Interior Architectural Improvements, including All Surface Finishes and Appurtenances	1	LS		
10	Exterior Architectural Improvements, including All Surface Finishes and Appurtenances	1	LS		

Item	Description	Qty	Unit	Unit Price	Total
11	Fire Extinguisher and Cabinet	3	EA		
12	Interior Signage	1	LS		
13	Exterior Signage	1	LS		
14	Structural Improvements	1	LS		
15	Plumbing Improvements	1	LS		
16	HVAC System Improvements	1	LS		
17	Electrical and Lighting System Improvements	1	LS		
18	Technology and Intruder Detection System Improvements	1	LS		
19	AC Paving, per Plans	250	SF		
20	Construct PCC Driveway, per Plans	305	SF		
21	Paint Curbs Red	1	LS		
22	4" Thick PCC Sidewalk, per Plans	1250	SF		
23	Sidewalk Thickened Edge, per Plans	70	LF		
24	Reinforced PCC Patio Slab, per Plans	725	SF		
25	Construct Modified Curb Outlet, Type A, per Plans	1	EA		
26	3" Thick Rock Mulch over Weed Barrier, per Plans	1240	SF		
27	PCC Crack Repair and Apply Epoxy Paint, per Plans	120	SF		
28	Furnish and Install Outdoor Art Panel, per Plans	2	EA		
29	3" Thick Stabilized Disintegrated Granite over Weed Barrier, per Plans	500	SF		
30	Rock Cobble over Weed Barrier, per Plans	810	SF		
31	Surface Select Rock Boulders	1	LS		

Item	Description	Qty	Unit	Unit Price	Total
32	Trim Trees, as directed by City Arborist	3	EA		
33	Mow Curb, per Plans	22	LF		
34	Remove and Replace Accessibility Signs, per Plans	1	LS		
35	Construct CMU Screen Wall and Metal Wall, including Footing, Framing and Gate, per Plans	70	LF		
36	Furnish and Install Conex Storage Container with Shelves, per Plans	2	EA		
37	Furnish and Install Double Swing Gate, per Plans	1	EA		
38	Pavement Striping and Markings	1	LS		
39	Furnish and Install Proposition 68 OGALS Sign on Wood Post(s)	1	EA		

GRAND TOTAL: _____ (In Figures)

_____ (In Words)

The undersigned further agrees that in case of default in executing the required Contract, with necessary bonds, within ten (10) working days after having received notice that the Contract is ready for signature, the proceeds of the check or bond accompanying his/her bid shall become the property of the City of Chula Vista.

The undersigned declares, under penalty of perjury, that it is licensed in accordance with state laws providing for the registration of Contractors, License No. _____;
License Expiration Date, Contractor's State License Classification _____;
Public Works Contractor Registration Number with DIR _____.

Signature of bidder: _____

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals, co-partners composing the firm. If a corporation, also names of President, Secretary, Treasurer and manager thereof, and affix the Corporate Seal thereto.)

By: _____

(Business Name)

Dated: _____, 20____

(Business Address)

(Phone Number)

TAX IDENTIFICATION NUMBER _____

(Attach Proper Notarization and Official Seal)

**SAMPLE LETTER
AUTHORIZING CAPACITY FOR SIGNING OFFICIAL DOCUMENTS**

USE CORPORATE LETTERHEAD

MEETING OF THE BOARD OF DIRECTORS
OF
(CORPORATION'S NAME)

A meeting of the Board of Directors of **(CORPORATION'S NAME)** was held on **[INSERT DATE]**, during which a resolution was passed authorizing the following individual(s) to, by his/her/their signature(s), enter into any and all contracts on behalf of the corporation and, thereby, bind the corporation to such contract:

_____ (Print Name and Title)	_____ Authorized Signature
_____ (Print Name and Title)	_____ Authorized Signature
_____ (Print Name and Title)	_____ Authorized Signature

Certified by and Corporate Seal affixed hereto by:

Secretary and/or Chairman

(This Area for Official Seal)

LIST OF CONTRACTORS **SHEET 1 OF 3**

The Bidder shall list the name and location of the place of business of ALL contractors who will perform work or labor or render services in or about the construction of work or improvement or fabricate and install a portion of the work according to detailed drawings contained in the plans and specifications. The Bidder shall also reference the Worker Classification No.'s for ALL contractors, which can be found on Sheets 4 through 7 of the List of Contractors.

Name, Address and Telephone Number of Subcontractor	License No. / License Expiration/ DIR Reg No.	Bid Schedule Line Item No(s)	% of Line Item No(s) Performed	% of Total Bid Amount
PRIME CONTRACTOR				
Name: _____	_____	_____	_____	_____
Address: _____	_____	_____	_____	_____
City: _____	_____	_____	_____	_____
State: _____	_____	_____	_____	_____
Zip: _____ Phone: () _____ - _____	_____	_____	_____	_____
Contact Person: _____ Phone: () _____ - _____ Email: _____				
SUBCONTRACTOR #1				
Name: _____	_____	_____	_____	_____
Address: _____	_____	_____	_____	_____
City: _____	_____	_____	_____	_____
State: _____	_____	_____	_____	_____
Zip: _____ Phone: () _____ - _____	_____	_____	_____	_____
Contact Person: _____ Phone: () _____ - _____ Email: _____				

LIST OF CONTRACTORS **SHEET 2 OF 3**

Name, Address and Telephone Number of Subcontractor	License No. / License Expiration/ DIR Reg No.	Bid Schedule Line Item No(s)	% of Line Item No(s) Performed	% of Total Bid Amount
SUBCONTRACTOR #2				
Name: _____		_____	_____	
Address: _____		_____	_____	
City: _____		_____	_____	
State: _____		_____	_____	
Zip: _____ Phone: () _____ - _____		_____	_____	
Contact Person: _____ Phone: () _____ - _____ Email: _____				
SUBCONTRACTOR #3				
Name: _____		_____	_____	
Address: _____		_____	_____	
City: _____		_____	_____	
State: _____		_____	_____	
Zip: _____ Phone: () _____ - _____		_____	_____	
Contact Person: _____ Phone: () _____ - _____ Email: _____				

LIST OF CONTRACTORS **SHEET 3 OF 3**

Name, Address and Telephone Number of Subcontractor	License No. / License Expiration/ DIR Reg No.	Bid Schedule Line Item No(s)	% of Line Item No(s) Performed	% of Total Bid Amount
SUBCONTRACTOR #4				
Name: _____		_____	_____	
Address: _____				
City: _____				
State: _____				
Zip: _____ Phone: () _____ - _____				
Contact Person: _____ Phone: () _____ - _____ Email: _____				
SUBCONTRACTOR #5				
Name: _____		_____	_____	
Address: _____				
City: _____				
State: _____				
Zip: _____ Phone: () _____ - _____				
Contact Person: _____ Phone: () _____ - _____ Email: _____				

I have used all reasonable diligence in preparing this form. To the best of my knowledge the information contained herein is true and complete.

PROPER NAME OF BIDDER: _____

BY: _____ **TITLE:** _____

SIGNATURE: _____

AFFIDAVIT TO ACCOMPANY BID PROPOSAL
USE THIS FORM WHEN BIDDER IS AN INDIVIDUAL

STATE OF CALIFORNIA) SS.
COUNTY OF _____)

_____, affiant, being first duly sworn, deposes and says:
that he/she is the bidder who makes the accompanying bid proposal; that such bid proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not therein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding and that the bidder has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidder.

Signature

STATE OF CALIFORNIA) SS.
COUNTY OF _____)

On _____ before me, _____ personally appeared, _____, personally known to me (or 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 WITNESS my hand and official seal.

Signature

(This Area for Official Seal)

AFFIDAVIT TO ACCOMPANY BID PROPOSAL
USE THIS FORM WHEN BIDDER IS A CO-PARTNERSHIP

STATE OF CALIFORNIA) SS.
COUNTY OF _____)

_____, affiant(s), being first duly sworn, each for himself/herself deposes and says:
that

(Names of all partners)
are partners, doing business under the firm name and style of:

(Names of Firm)

and that said co-partnership makes the accompanying bid proposal; that such bid proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not therein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding and that the bidder has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidder:

Signature

Signature

STATE OF CALIFORNIA) SS.
COUNTY OF _____)

On _____ before me, _____ personally appeared, _____, personally known to me (or 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 WITNESS my hand and official seal.

(This Area for Official Seal)

Signature

AFFIDAVIT TO ACCOMPANY BID PROPOSAL
USE THIS FORM WHEN BIDDER IS A CORPORATION

STATE OF CALIFORNIA) SS.
COUNTY OF _____)

_____, affiant, the _____
President, Secretary, or Managing Officer

of _____
Name of Corporation

the Corporation who makes the accompanying bid proposal, having been first duly sworn, deposes and says: that such bid proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not therein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding and that the bidder has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidder:

Signature
President, Secretary, or Managing Officer

STATE OF CALIFORNIA) SS.
COUNTY OF _____)

On _____ before me, _____ personally appeared, _____, personally known to me (or 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 WITNESS my hand and official seal.

(This Area for Official Seal)

Signature

BIDDER'S BOND TO ACCOMPANY BID PROPOSAL

KNOW ALL PERSONS BY THESE PRESENTS, that I/We _____,
as Principal, and _____, as Surety, are held firmly bound unto the City
of Chula Vista ("City") in the sum of _____
(\$ _____), to be paid to the said City or its attorney, its successors and assigns;
for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators,
successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the bid of Principal on the City's request for
bids on the following project, to-wit:

**CASA CASILLAS – ARTIST SPACE
CIP #GGV-0262**

which bid is dated _____, is accepted by the City, and if the above bounden Principal,
his/her heirs, executors, administrators, successors and assigns, shall duly enter into and execute a Contract
for such construction and shall execute and deliver the bonds required by said Bid Specifications, on or
before the date specified in the "Notice of Award," which date shall be no less than ten (10) days (not
including Sunday), from the date the bounden Principal is notified by and from the City that said Contract
is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in
full force, effect, and virtue.

IN WITNESS WHEREOF, I/We hereunder set our hands and seals this _____ day of _____,
20____.

Principal:

Surety:

(Attach Notaries and Powers of Attorney for Principal and Surety)

APPROVED AS TO FORM:

CITY ATTORNEY

Bond in the value of 10% of the total bid amount is mandatory. A specific dollar amount is preferred. If amount is
not known at the time the bond is issued, please insert "10% of bid amount."

CITY OF CHULA VISTA DISCLOSURE STATEMENT

Pursuant to Council Policy 101-01, prior to any action upon matters that will require discretionary action by the Council, Planning Commission, and all other official bodies of the City of Chula Vista (the “City”), a statement of disclosure of certain ownership or financial interests, payments, or campaign contributions for a City election must be filed. The following information must be disclosed:

1. List the names of all persons having a financial interest in the property that is the subject of the application or the contract, e.g., owner, applicant, contractor, subcontractor, material supplier.

_____	_____
_____	_____
_____	_____

2. If any person* identified pursuant to item one (1) above is a corporation or partnership, list the names of all individuals with a two thousand dollars (\$2,000) investment in the business (corporation/partnership) entity.

_____	_____
_____	_____
_____	_____

3. If any person* identified pursuant to item one (1) above is a non-profit organization or trust, list the names of any person serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.

_____	_____
_____	_____
_____	_____

4. Please identify every person, including any agents, employees, consultants, or independent contractors you have assigned to represent you before the City in this matter.

_____	_____
_____	_____
_____	_____

5. Has any person* associated with this contract had any financial dealings with an official** of the City as it relates to this contract within the past twelve (12) months? Yes _____ No _____

_____	_____
_____	_____
_____	_____

If Yes, briefly describe the nature of the financial interest the official** may have in this contract.

6. Have you made a contribution of more than two hundred fifty dollars (\$250) within the past twelve (12) months to a current member of the Chula Vista City Council? No ☐ Yes ☐ If yes, which Council member?

7. Have you provided more than three hundred forty dollars (\$340), or an item of equivalent value, to an official** of the City in the past twelve (12) months? (This includes being a source of income, money to retire a legal debt, gift, loan, etc.) Yes ☐ No ☐

If Yes, which official** and what was the nature of item provided?

Date: _____

Signature of Contractor/Applicant

Name of Company, Firm or Entity


Print or type name of Contractor/Applicant

Title

* Person is defined as: any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, any other county, city, municipality, district, or other political subdivision, or any other group or combination acting as a unit.

** Official includes, but is not limited to: Mayor, Council member, Planning Commissioner, Member of a board, commission, or committee of the City, employee, or staff members.

BID SUBMITTAL CHECKLIST
(SUBMIT WITH BID PROPOSAL)

PROJECT:	 CITY OF CHULA VISTA
CASA CASILLAS – ARTIST SPACE CIP #GGV-0262	
	ITEM
<input type="checkbox"/>	1. Bid Proposal
<input type="checkbox"/>	2. Addenda (if any)
<input type="checkbox"/>	3. Individual, or Co-Partnership, or Corporation letter authorizing capacity(ies) for signature (See enclosed Sample Letter)
<input type="checkbox"/>	4. List of Contractors
<input type="checkbox"/>	5. Affidavit to Accompany Bid Proposal
<input type="checkbox"/>	6. Bidder's Bond to Accompany Bid Proposal (for bids greater than \$50,000) and must include Notaries and Powers of Attorney for both the Contractor and Surety
<input type="checkbox"/>	7. City of Chula Vista Disclosure Statement
<input type="checkbox"/>	8. Bid Submittal Checklist

Contractor Name: _____	
_____ Bidder's Signature	_____ Date

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS, that:

I/We _____,
the Contractor in the Contract hereto annexed, as Principal
and _____, a
corporation organized and existing under the laws of the State of _____ and duly
authorized to transact business under the laws of the State of California as a Surety, and are listed and
approved under the United States Treasury Circular 570, are held and firmly bound unto the City of
Chula Vista, located in San Diego County, California, in the sum of

(\$ _____) lawful money of the United States, for which payment, well
and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed, and dated _____

The condition of the above obligation is that if said Principal, as Contractor in the Contract hereto annexed,
shall faithfully perform each and all of the conditions of said Contract to be performed by him/her, and
shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than
material, if any, agreed to be furnished by the City necessary to perform and complete in a good and
workmanlike manner, the work of:

CASA CASILLAS – ARTIST SPACE CIP #GGV-0262

in strict conformity with the terms and conditions set forth in the Contract hereto annexed, and shall pay
or cause to be paid, all persons who perform labor for, or furnish materials to said Contractor, or to any
subcontractor in the execution of the said Contract, then this obligation shall be null and void, otherwise to
remain in full force and effect; and the Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed
thereunder, or the specifications accompanying the same, shall be in any way affect its obligations on this
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the Contract or to the work or to the specifications.

Company

Company

Contractor (Print Name)

Surety (Print Name)

Contractor (Signature)

Surety (Signature)

(Attach Proper Notarization)

APPROVED AS TO FORM:

City Attorney

BOND FOR MATERIAL AND LABOR

KNOW ALL PERSONS BY THESE PRESENTS, that:

I/We _____,
the Contractor in the Contract hereto annexed, as Principal
and _____,
a corporation organized and existing under the laws of the State of _____
and duly authorized to transact business under the laws of the State of California as a Surety, and are listed
and approved under the United States Treasury Circular 570, are held and firmly bound unto the City of
Chula Vista, located in San Diego County, California, in the sum of
_____ (\$
_____) lawful money of the United States, for which payment, well and
truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed, and dated _____

The condition of the above obligation is that if said Principal, as Contractor in the Contract hereto annexed, or his/her or its subcontractor, fails to pay for any material, provisions, provender or other supplies, or teams used in, upon, for or about the performance of work contracted to be done by said Contractor, namely to furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than materials, if any, agreed to be furnished by the City necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of:

CASA CASILLAS – ARTIST SPACE CIP #GGV-0262

in strict conformity with the terms and conditions set forth in the Contract hereto annexed, or for work or labor done thereon of any kind, said Surety will pay the same in an amount not exceeding the sum herein above set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the courts. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Chapter 7 (commencing with Section 3247) of Title 15, Part 4, Division 3 of the California Civil Code, as amended and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Company

Company

Contractor (Print Name)

Surety (Print Name)

Contractor (Signature)

Surety (Signature)

(Attach Proper Notarization)

APPROVED TO FORM:

City Attorney

CONTRACT

This Contract, made and entered into this ____ day of _____, 20____ (the "Contract") by and between the City of Chula Vista, State of California, hereinafter called the "Owner" or "City" and

hereinafter called the "Contractor".

WITNESSETH:

That the Owner and the Contractor for the consideration, hereinafter named, agree as follows:

1. Contract Documents. The Contract consists of the following contract documents, all of which are incorporated into and made a part of this Contract as if set forth in full herein:
 - 1.1. This Contract and all appendices and attachments hereto, and any change orders, amendments, and supplemental agreements to this Contract, that are duly approved and executed by authorized representatives of the City
 - 1.2. Project permits
 - 1.3. Project plans, specifications, and general/special provisions
 - 1.4. The City of Chula Vista's Standard Special Provisions (current edition), Standard Specifications ("Greenbook"), Standard Special Provisions (Regional Supplement Amendments), Standard Plans, and City Standard Drawings
 - 1.5. The Project's Notice to Contractors and Bid Proposal Requirements and Conditions
 - 1.6. Contractor's accepted Bid Proposal, Affidavit to Accompany Bid Proposal, and all other City-accepted bid documents submitted in response to the request for bid, and any post-bid documentation submitted prior to the award of the Project contract
 - 1.7. Contractor's completed certificates of insurance and endorsements
 - 1.8. Contractor's executed performance bond and labor and materials bond(collectively, the "Contract Documents").
2. Project. Contractor will furnish all materials, equipment, services, and labor, and will perform all work necessary, in strict accordance with the Contract Documents for:

**CASA CASILLAS – ARTIST SPACE
CIP #GGV-0262**

(the "Project"). The Project is on City property or on easements, and under the directions of the Director of Public Works or other official designated by the Owner to provide compliance with the terms and specifications of the Contract and all incorporated documents all as provided in and

subject to the Contract Documents.

3. Payment. City will pay the Contractor in currently available funds for the performance of the Contract on the basis of the accepted unit prices and the actual measured quantities of work completed and approved by the City at such times as are stated in the Contract Documents and will otherwise fulfill its obligations thereunder.
4. Time of Essence. All time limits stated in the Contract Documents are of the essence of this Contract.
5. Prevailing Wages. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the City has ascertained the general prevailing wage scales applicable to the work to be done for the Project. The prevailing wage scales are those determined by the Director of Industrial Relations, State of California (DIR). Contractor and its subcontractors are required to pay prevailing wages to persons employed by them for work under this Contract. Contractor is required to comply with all other prevailing wage laws and regulations. Contractor is required to demonstrate compliance with prevailing wage laws and regulations in a manner acceptable to the City and acknowledges and agrees that its failure to demonstrate compliance may result in withholding payment from Contractor under this Agreement.

The State prevailing wage rates determination is available directly from the DIR home page under www.dir.ca.gov/OPRL/.

6. Examination of Records. Contractor shall allow access by the City, the federal grantor agency, the Comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor pertinent to that specific Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

FOR THE CITY OF CHULA VISTA:

FOR THE CONTRACTOR:

BY: _____
John McCann, Mayor

BY: _____

ATTEST: _____
City Clerk

BY: _____

(Attach Proper Notarization and Official Seal)

I hereby certify that I have examined this Contract and find it to be in accordance with the provisions of the State of California.

BY: _____
City Attorney

(This affidavit shall be executed by the successful bidder in accordance with instructions in the Bid Requirements of this Contract, but bidder may execute the affidavit on this page at the time of submitting his/her bid).

NON-COLLUSION AFFIDAVIT

To the City of Chula Vista, Director of Public Works:

The undersigned, in submitting a bid for performing the following work by Contract being duly sworn, deposes and says:

That he/she has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding and has not accepted any deposit from any subcontractor or material supplier through any bid depository, the by-laws, rules, and regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material supplier, which is not processed through said bid depository, or which prevent any subcontractor or material supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository in connection with this Contract.

Business Address

Company

Place of Residence

Signature of Bidder

(Attach Proper Notarization)

WORKERS' COMPENSATION INSURANCE DECLARATION

Date: _____

I am aware of the provisions of Section 3700 of the 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.

Signature

Contractor

State Contractor's License No.

Address

City/State

Phone Number

(Attach Proper Notarization)

SPECIAL PROVISIONS – TECHNICAL

1 SCOPE OF WORK

The scope of work for the “Casa Casillas – Artist Space” project consists of site improvements and renovation of the former YMCA Building at 50 Fourth Avenue in Chula Vista, California, including interior and exterior ADA accessibility improvements, drainage improvements, and restroom and kitchen renovations, as well as repurposing of interior spaces for art galleries and artist creative spaces.

The “Casa Casillas – Artist Space” Project includes, but is not limited to, clearing and grubbing, unclassified excavation, vegetation and tree trimming, drainage improvements, landscape improvements, outdoor art panels, PCC driveway construction, removal and replacement of PCC sidewalk and AC pavement, installation of a double swing gate, pavement striping and markings, exterior signage, removal and replacement of an existing exterior patio slab and masonry wall, furnishing and installing Conex storage containers, lead abatement and disposal, additional sampling and testing for asbestos and lead removal, removal and disposal of existing improvements, roofing system improvements, replacing windows, interior architectural improvements and finishes, exterior architectural improvements and finishes, interior and exterior signage, structural improvements, plumbing improvements, HVAC system improvements, electrical system improvements, and communication system improvements.

The items are to be constructed, finished and installed in a complete and satisfactory manner in accordance with the **Project Drawing Nos. G-001 through G-004, C-001 through C-004, A-001, A-100, A-101, A-110, A-120, A-200, A-201, A-300, A-310, A-311, A-500, A-501, A-550 through A-556, A-601, A-700, A-700A, A-701, S-001 through S-005, S-101, S-102, S-501 through S-503, M-001, M-002, M-101, M-102, M-300, M-301, M-400, M-401, M-500 through M-002, E-001 through E-005, E-101, E-103, E-201, E-202, E-202A, E-203 through E-206, E-301 through E-303, E-400 through E-402, E-501, E-600 through E-603, P-001, P-002, P-101, P-102, P-201, P-202, P-300, and P-400** contained in Appendix A, the General Building Technical Specifications contained in Appendix C, and these specifications.

Other items or details that are required by the plans/plats and these specifications not mentioned above and not specifically reflected in the requested bid proposal shall be performed, placed, constructed, or installed. Payment for these work items is to be considered included in the various lump sum or unit cost prices contained herein.

The quantity listed in the bid schedule is considered approximate, and the Contractor shall be compensated based on the actual quantity of work performed by the Contractor and at the unit price listed on the contract for this item of work.

2 CONTRACTOR AND SUBCONTRACTOR LICENSING REQUIREMENTS

Minimum license requirements for this contract: Class B – “General Building Contractor”, C-22 “Asbestos Abatement”, and HAZ “Hazardous Substance Removal Certification” Contractor Licenses. All traffic control plans must be prepared and signed by an “A” or a “C-31” licensed contractor.

3 STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

1. 2012 City of Chula Vista Subdivision Manual *
2. Standard Specifications for Public Works Construction, 2012 Edition (“Greenbook”)

3. 2012 Regional Supplement to Standard Specifications for Public Works Construction (**“Regional Supplement”**)
4. San Diego Regional Standard Drawings (**“SDRSD”**), dated September 2012
5. City of Chula Vista Standard Special Provisions (**“CV Special Provisions”**) – dated May 2021 **
6. City of Chula Vista Department of Engineering and Capital Projects Design and Construction Standard Drawings 2017 (**“CVSD”**) *
7. California Department of Transportation Standard Plans 2015 (**“Caltrans Standard Plans”**)
8. California Department of Transportation Standard Specifications 2015 (**“Caltrans Standard Specifications”**)
9. 2014 California Manual on Uniform Traffic Control Devices, Revision 6 (**“MUTCD”**)
10. California Code of Regulations (CCR), 2019 Edition
11. Public Safety Code (Title 19)
12. California Building Code, 2019 Edition
13. Uniform Mechanical Code, latest edition
14. National Electrical Code, latest edition
15. Uniform Plumbing Code
16. Uniform Fire Code

* Document can be found at the following web address:

www.chulavistaca.gov/departments/development-services/land-development

**Document can be found at the following web address:

www.chulavistaca.gov/departments/engineering/standard-drawings-and-special-provisions

All provisions applicable to the work to be performed in accordance with these drawings and Special Provisions of this project shall apply whether specifically referred to herein or not. References to these various standards have been made in the Special Provisions. These references apply directly to the work the Contractor is to perform.

4 CLEARING AND GRUBBING, REMOVAL AND DISPOSAL OF EXISTING IMPROVEMENTS

The Contractor shall clear and grub all objectionable material within the construction area in accordance with Section 300-1 of the Greenbook and Regional Supplement. All existing improvements required to be removed for construction of the new work as identified in the plans or as required by the proposed improvements shall become the property of the Contractor and shall be removed and disposed of in accordance with the provisions of Section 300-1.3, Removal and Disposal of Materials, of the Greenbook, Regional Supplement, and as directed by the Project Manager.

The Contractor has sole discretion on the means of hauling away the removal items. The Contractor may use Contractor’s own vehicles and employees to haul waste that is incidental to the contract. If the Contractor self-hauls waste material, he or she must designate the specific State permitted landfill or recycling facility that will be used to dispose of any waste material generated on the job. If the Contractor does not designate a State permitted disposal site, he or she shall obtain a hold harmless agreement acceptable to the City Risk Manager and the City Attorney.

The Contractor or subcontractor is obligated to use the franchised waste disposal company that has an agreement with the City (Currently Allied Waste Services owned by Republic Waste Services at (619) 421-9400). The tipping fees will be waived for solid waste, construction and demolition debris as well as non-hazardous waste as defined in Chapter 10 through 32 of Division 4.5 of the Title 22 of the California Code of Regulations. The Contractor or subcontractor shall submit to inspections the vehicle(s) make/model, license, and estimated amount construction and demolition debris. The City will issue a letter to the Contractor or subcontractor for Republic Waste Services acceptance of debris.

For a listing of commercial recycling services, or construction, demolition and yard waste sites, call the “I love a clean San Diego” at 1-800-237-2583 or online at www.cleansd.org/recycle.

Prior to issuance of a Demolition or Building Permit, the Contractor shall complete and submit a Construction and Demolition Waste Management Report in accordance with Chula Vista Municipal Code (CVMC) Section 8.25.095. The purpose of the WMR is to illustrate how the Contractor plans to comply with the Diversion Requirements of the **California Green Building Standards Code Sections 4.408 and 5.408** and CVMC Section 8.25.095. Upon Project completion, the WMR will illustrate how the Contractor complied with the Diversion Requirements.

(<https://www.chulavistaca.gov/departments/clean/environmental-services/construction-demolition-debris/waste-management-report>)

For additional information or questions regarding waste disposal requirements and for a listing of commercial recycling services, or construction, demolition and yard waste sites within the City of Chula Vista, call the City of Chula Vista Recycling Specialist Manuel Medrano at (619) 585-5766 or Martie Solomon at (619) 409-5844.

Full compensation for removal and disposal of all improvements required by construction of the new work and all necessary items, labor, equipment, manpower, removal and disposal of excess material, pavement, concrete, slab work, walls, fences, and bushes is considered included in the contract price paid for **"Clearing and Grubbing, Removal and Disposal of Existing Improvements"** and no other compensation will be allowed therefor.

No additional compensation shall be paid to the Contractor for expenses incurred for repairing or replacing private utilities (e.g. water, gas, electric, telephone, etc.) damaged during the removal of the various improvements.

Full compensation for trimming trees as indicated in the Plans and as directed by the City Arborist shall be included in the contract unit price paid for **"Trim Trees, as directed by City Arborist,"** including all labor, equipment, removal, and disposal and no additional compensation will be allowed therefor.

No additional compensation shall be paid to the Contractor for expenses incurred for repairing or replacing private utilities (e.g., water, gas, electric, telephone, etc.) damaged during the removal of the various improvements.

Any traffic signs to be removed and salvaged shall be salvaged and returned to the Public Works Yard at 1800 Maxwell Road, Chula Vista, CA 91911, by the Contractor. Contact David Savage, Signs and Striping Supervisor, at (619) 397-6207 or dsavage@chulavistaca.gov to coordinate delivery of materials.

Any traffic signal and/or street lighting standard, mast arm and/or associated hardware to be removed and salvaged shall be salvaged and returned to the Public Works Yard at 1800 Maxwell Road, Chula Vista, CA 91911, by the Contractor. Contact Eddie Juarez, Traffic Signal and Lighting Supervisor, at (619) 992-3323 or ejuaraz@chulavistaca.gov to coordinate delivery of materials.

5 REMOVAL OF ASBESTOS AND LEAD-BASED PAINT

General

Independent testing has determined that asbestos and lead-based paint are present within the existing building envelope and that additional hazardous materials may be present in areas that cannot be tested

prior to the commencement of building demolition (see “Asbestos and Lead-Based Paint Survey Report” in **Appendix E**).

Additional testing of materials and/or removal of hazardous materials not accessible for testing prior to demolition work may be required, as indicated in the report in **Appendix E**.

The Contractor shall have its Safety Representative prepare a Health and Safety Plan (HSP) in accordance with all applicable Federal and State laws, regulations, and standards for the safe removal, handling, and legal disposal of known hazardous material or potentially hazardous materials as defined by Section 25117 of the Health and Safety Code.

Health and Safety Plans

Prior to site mobilization, the Contractor’s Site Health and Safety Manager (SHSM) shall prepare the Health and Safety Plan (HSP) and submit said HSP to the Project Manager for review and comment. The plan shall provide policies, information, requirements, and guidelines to be followed while conducting demolition activities, temporary stockpiling/storage, reuse, handling, and disposal of waste from the site. The HSP should be prepared in accordance with the Federal and State Occupational Safety and Health Administration Hazardous Waste Operations and Emergency Response (HAZWOPER) Standards: 29 CFR 1910.120 and 8 CCR Section 5192.

The HSP shall provide for contingencies and be structured to handle a variety of situations that may arise but is concise enough so that site workers understand the hazards and are able to follow the procedures to reduce the level of risk. The employees within the exclusion zone shall be trained through an OSHA approved HAZWOPER 40 Hour Training class or have a HAZWOPER refresher course within one year prior to the date the work is to be performed; and possess a certificate showing successful completion of the HAZWOPER training. OSHA accepted HAZWOPER training shall conform to all Federal, State, and Local requirements (including those specified in 29 CFR 1910.120. In addition, workers shall have additional hands-on training in use of the Personal Protective Equipment required for their jobsite(s) in accordance with 29 CFR 1910.120. Appropriate management personnel should have eight-hour supervisor training. Additional training should be required for personnel engaged in specialized tasks, as appropriate.

Contractor field personnel and sub-contractors should be required to review the HSP and provide written acknowledgement of their review and understanding of the plan and willingness to abide by its requirements. In addition, the Contractor’s SHSM, or designee, should perform a daily tailgate safety meeting held at the beginning of each workday to discuss relevant task-specific safety issues.

Segregation and Stockpiling

Should potentially contaminated materials be encountered during demolition work, the Contractor shall notify the Project Manager for assistance with segregation prior to continuing further demolition activities in that area. The Contractor shall coordinate with the Project Manager to identify and segregate “potentially contaminated,” “contaminated” and “clean” materials into separate stockpiles as follows:

“Potentially Contaminated” Materials Stockpile: These are materials that may not be obviously contaminated based on field observations or may only be minimally contaminated. Analytical testing to evaluate the stockpile for on-site/off-site reuse or off-site disposal will be required as directed by the Project Manager.

“Contaminated” Materials Stockpile: These are materials that, based on field observations such as content and other factors such as odors and discoloration, are likely contaminated. Analytical testing to evaluate the stockpile for possible off-site disposal options will be required as directed by the Project Manager.

“Clean” Materials Stockpile: These are materials that are not suspected to be contaminated based on the type of material encountered and lack of visual or field screening indicators of contamination. Analytical testing to evaluate the stockpile for potential reuse or disposal options may be required as directed by the Project Manager.

Should contamination be encountered in the construction area, the materials will be considered a contaminated substance unless determined otherwise by analytical testing. The Contractor should load and transport potentially contaminated and contaminated materials to pre-determined, on-site stockpile staging area.

Transport and Disposal

Transporters and disposal facilities used must be appropriately licensed and/or permitted and properly insured. The management of the transportation and disposal of wastes to the appropriate treatment and disposal or recycling facilities shall be the responsibility of the Contractor. The Contractor or Environmental Professional should prepare waste profiles and manifests for review and signature by the City, and then forward them to the appropriate disposal/recycling facility for acceptance. The Contractor should schedule shipments of wastes after notice of acceptance and at the direction of the City.

Vehicles and vessels entering the site for loading of wastes slated for disposal shall be tracked by the Contractor as directed by the Project Manager, as necessary, and decontaminated prior to their departure from the site. The Contractor shall take measures to avoid materials being tracked off-site.

Hazardous wastes transported off-site for disposal shall be performed in accordance with Department of Transportation (DOT) Hazardous Material Transportation regulations 49 CFR Parts 171 and 180, 40 CFR Part 262, Subpart B, and Title 22 CCR Section 66262, which involve packaging, placarding, labeling, and manifesting requirements. Hazardous wastes transported should also have appropriate certification notices per 40 CFR Part 268 and Title 22 CCR Section 66268. Personnel having the required DOT-training should perform DOT-related functions, if required. Wastes that have been characterized as non-hazardous and do not exhibit the DOT hazard class characteristics (i.e., explosives, gases, flammable/combustible liquids, flammable solids/spontaneously combustible materials/dangerous when wet materials, oxidizers and organic peroxides, toxic materials and infectious substances, radioactive materials, and corrosive materials) are not regulated under DOT rules for hazardous materials transportation.

Documentation

If potentially contaminated materials are encountered, the Project Manager or designee shall prepare a report summarizing monitoring activities, site observations, locations and extents/volumes of materials excavated, volumes of materials reused on-site or disposed off-site, placement locations of reused materials, and information regarding the discovery, location, characterization, handling, and disposition of waste/impacted soils. The report should be signed by the project’s registered Environmental Professional.

In addition, the report shall include the following information:

- A. An estimate of the volume of material in each stockpile;
- B. A description of the sampling methodology and sample location/selection process;
- C. A plot plan detailing the stockpile and sample locations;
- D. A copy of the sample results, chain-of-custody documents, and quality assurance/quality control supporting data;
- E. A summary of the laboratory results of the stockpile sampling;
- F. Statistical calculations for all stockpiles greater than 20 cubic yards;
- G. Placement location, if the materials were reused on site;

- H. An accounting of the materials transported and disposed of off-site, including weight tickets and waste manifests; and,
- I. Health and safety monitoring records, including air monitoring analytical data and procedures used to mitigate odors and dust.

Measurement and Payment

“Lead Abatement and Disposal, per “Appendix E: Asbestos and Lead-Based Paint Survey Report” shall be measured for payment as a lump sum. Full Compensation for removal and disposal of asbestos and lead-based paint as specified in **Appendix E** and for complying with the requirements of this section, shall be included in the contract lump sum price paid for **“Lead Abatement and Disposal, per “Appendix E: Asbestos and Lead-Based Paint Survey Report,”** including all labor, Health and Safety Plan, training, monitoring, materials, tools, equipment, temporary material segregation/stockpiling, stockpile sampling and testing, hauling, disposal, and all incidental work required to remove and dispose of asbestos and lead-based paint identified in the report in Appendix E, and no additional compensation shall be made therefor.

The “Asbestos and Lead-Based Paint Survey Report” in **Appendix E** indicates that additional testing of potentially hazardous materials may be required during demolition in locations only accessible during demolition work.

Full compensation for workers to attend OSHA-accepted HAZWOPER 40-Hour Training and to possess certificates showing proof of acceptable training, as described in this section, shall be considered included in the various items of work and no additional compensation will be allowed therefor.

Should additional sampling and testing of potentially hazardous or contaminated waste materials not previously identified in the “Asbestos and Lead-Based Paint Survey Report” be necessary during demolition work, such sampling and testing shall be paid from the allowance for **“Additional Sampling and Testing for Asbestos and Lead, per “Appendix E: Asbestos and Lead-Based Paint Survey Report”**. Should such testing determine that additional hazardous materials are present, the provisions of this Section, these Special Provisions, and Section 3-4, “Changed Conditions,” and Section 3-2, “Extra Work,” of the Standard Specifications shall be followed, as well as all applicable Federal and State laws, regulations, and standards governing such material.

6 EXCAVATION AND GRADING

All excavation, grading, export, backfill, and re-compaction necessary to obtain the finished grades, and sub-grade preparation as shown on the plans and cross sections shall be done in accordance with Section 300 and 301 of the Standard Specifications, Regional Supplement Amendments, applicable standard drawings, and as directed by the Project Manager. Excess materials shall become the property of the Contractor and shall be removed from the site.

Section 4216/4217 of the government code requires a dig alert identification number be issued before a “Permit to Excavate” will be valid. For your “Dig Alert” I.D. number, call Underground Service Alert toll free at 1-800-422-4133 or 8-1-1 two working days before digging.

The Contractor will be required to grade and prepare the subgrade for the new improvements. If additional subgrade material is required to make grade, the cost of supplying and placing this material is considered included in the unit price paid for the various contract items of work.

The contract unit price paid for "Excavation and Grading" shall include compensation for furnishing all labor, materials, tools, equipment, and all work involved and required to complete this work as specified,

including hauling and disposal of surplus material away within the full limits of the job site, including but limited to roadway, sidewalk, parkway area, underground facilities, and private properties. No additional allowance will be made therefor.

The contract price paid for "Excavation and Grading" shall be considered full compensation for both of the following described conditions:

1. If material is used onsite, all cost for excavation, spreading, mixing, replacement and compaction.
2. If excess material is encountered or the material is considered unsuitable, all cost for excavation removal and disposal at acceptable offsite location. In either case, no additional allowance will be made therefor.

The Contractor shall not import any material until all available and suitable material onsite is exhausted.

Full compensation for all labor and equipment required shall be considered included in the contract unit price paid for "**Excavation and Grading**," and no additional compensation will be allowed therefor.

7 ROCK COBBLE

Weed barrier and rock cobble shall be installed in the earthen swale as shown on the Plans and in accordance with these Special Provisions.

Rock cobble liner shall be installed with a weed barrier fabric below. Weed barrier fabric shall be placed loosely with longitudinal and transverse joints overlapping 8-inches. After placement, all fabric shall lay flat, smooth, and be in contact with the soil surface without wrinkles. The fabric shall be stapled/staked to keep the fabric in place during the rock cobble placement. The weed barrier fabric shall be Mirafi 140N or approved equal.

Rock cobble shall be measured by the square foot of installed cobble. The contract unit price paid for "**Rock Cobble over Weed Barrier, per Plans**" shall include full compensation for furnishing rock cobble and weed barrier and all labor, materials, tools, equipment, transportation, and incidentals for doing all the work involved in installing the rock cobble over the weed barrier and no additional compensation will be allowed therefor.

8 ROCK MULCH

Rock mulch shall be provided and placed as specified in the Plans. Weed barrier shall be Mirafi 140N or approved equal.

The contract unit price paid per square foot of "**3" Thick Rock Mulch over Weed Barrier, per Plans**" shall include full compensation for furnishing all materials, labor, tools, transportation, and equipment necessary to deliver, place, and compact disintegrated granite and no additional compensation will be allowed therefor.

9 STABILIZED DISINTEGRATED GRANITE

Disintegrated granite shall comply with Greenbook Section 200-2.7. Weed barrier shall be Mirafi 140N or approved equal.

Solidifying emulsion, either a water-based polymer or nontoxic organic powdered binder specifically manufactured to harden disintegrated granite, shall be thoroughly and uniformly blended throughout the disintegrated granite and under the manufacturer's instructions. Disintegrated granite and emulsifying emulsion may either be mixed in the field using portable mixing equipment or delivered in mixer trucks from a local ready-mixed plant. The solidifying emulsion must not change the disintegrated granite color. Place weed barrier on subgrade prior to placing layers of stabilized disintegrated granite of not more than 1-1/2 inches thick. Compact stabilize disintegrated granite to a relative compaction of not less than 90 percent. Start compaction at least 6 hours, but not more than 48 hours, after placement. For field-mixed material, apply a solidifying emulsion after compaction as recommended by the manufacturer. Prevent runoff or overspray of solidifying emulsion onto adjacent paved or planting areas.

The finished disintegrated granite surface must be smooth, uniform, and compacted to a relative compaction of not less than 90 percent. The finished surface must maintain design flow lines, slope gradients, and contours of the job site.

The contract unit price paid per square foot of **“3” Thick Stabilized Disintegrated Granite over Weed Barrier, per Plans**” shall include full compensation for furnishing all materials, labor, tools, transportation, and equipment necessary to deliver, mix, deliver, place, and compact stabilized disintegrated granite and no additional compensation will be allowed therefor.

10 SURFACE SELECT ROCK BOULDERS

Rock boulders shall be of granitic origin and be sound and durable, free from clay or shale seams, cracks, structural defects, calcareous coating, caliche, organic matter, and other foreign substances. Boulders shall have a least dimension not less than one-third of its greatest dimension.

Rock boulder sizes shall be as indicated in the Plans.

Rock boulder colors shall be Rust Red with Bronze or approved equal.

Rock boulders shall be of the sizes indicated on the Plans. The acceptability of the boulders shall be determined by the Landscape Architect or Project Manager.

Submit a photo sample (clearly showing size and color) of each boulder type specified prior to installation for approval by the Project Manager.

The contract lump sum price paid for **“Surface Select Rock Boulders”** shall include full compensation for furnishing all materials, labor, tools, transportation, and equipment necessary to deliver, and install boulders in place, per Plans, and no additional compensation shall be allowed therefor.

11 OUTDOOR ART PANEL

Outdoor Art Panel shall be designed, fabricated, and installed by Contractor in accordance with the design intent specified in the Plans.

Contractor shall submit shop drawings and calculations for review and approval by the Project Manager demonstrating that the panel frame, welds, cable, and cable tensioners will adequately handle cable tension with a minimum factor of safety of 50%.

The contract unit price paid for **“Furnish and Install Outdoor Art Panel, per Plans”** shall include full compensation for panel design, submitting shop drawings and calculations for review and approval, fabricating, and furnishing all materials, excavation, concrete footings, labor, tools, transportation, and equipment necessary to deliver and install Outdoor Art Panels, per Plans, and no additional compensation will be allowed therefor.

12 DOUBLE-SWING GATE

Double-Swing Gate shall be fabricated and installed by Contractor in accordance with the design intent specified in the Plans.

Contractor shall submit shop drawings for review and approval by the Project Manager.

The contract unit price paid for **“Furnish and Install Double Swing Gate, per Plans”** shall include full compensation for design, submitting shop drawings, fabricating, and furnishing all necessary materials, excavation, concrete footings, labor, tools, transportation, and equipment necessary to deliver and install Double-Swing Gate, per Plans, and no additional compensation will be allowed therefor.

13 TRENCH EXCAVATION AND SHORING

The Contractor shall furnish all equipment and related items of work required to produce a trench to install piping as indicated herein shall conform to Section 306-1.1, Trench Excavation, of the Greenbook, Regional Supplement and CCV Special Provision.

Trench shoring shall be in accordance with applicable State and Federal regulations, particularly Cal OSHA. The Contractor's responsibility and attention is directed to the rules, orders, and regulation of the California Division of Occupational Safety and Health (CAL/OSHA) for excavation permit requirements and in accordance to Construction Regulatory Guide. Failure of the Project Manager to suspend the work or notify the Contractor of any inadequacies of shoring and/or bracing or noncompliance with the law shall not relieve the Contractor of this obligated responsibility. Protective systems for use in excavations more than 20 feet in depth must be designed by a registered professional engineer in accordance with §1926.652(b) and §1926.652(c) and is the sole responsibility of the Contractor. Multiple bench excavation is not allowed. Single bench excavation shall be used for this job.

The Contractor shall be responsible for acquiring all permits and calculation for trench shoring. Trench shoring is required for all excavations greater than five feet in depth or when the Director of Public Works determines that the soil conditions warrant the use of shoring. Contractor shall provide evidence of permit before beginning work or as required by the City.

The indicated trench and trench shoring length is for bidding purpose only. The final lengths shall be in writing and approved in the field by the Project Manager. The Contractor shall be paid by the Project Manager's approved length. If the Contractor chooses to trench more because of ease of construction than is necessary, without approval from the Project Manager, the additional length shall be at the Contractor's expense.

All trench length must be approved by the Director of Public Works.

Full compensation for all fees, labor, material, equipment, as well as other necessary items not mentioned but required for safe trench and trench shoring shall be considered in the contract unit price paid for the various contract items of work as contained in the proposal and no additional compensation shall be allowed therefor.

14 AVOIDANCE OF SIGNIFICANT IMPACTS TO MIGRATORY BIRDS AND OCCUPIED RAPTOR NESTS

Citywide Vegetation Removal

In order to avoid any direct impacts to raptors and/or any migratory birds, removal of habitat, including mature trees, that support active nests on the proposed area of disturbance should occur outside of the breeding season for these species (January 15 to August 31). If removal of habitat on the proposed area of disturbance must occur during the breeding season, a City-approved biologist (see **Appendix I**) will be retained to conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance. The pre-construction survey must be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation and trees). The results of the pre-construction survey will be reviewed and approved by the City of Chula Vista Development Services Director or designee prior to initiating any construction activities. If nesting birds are detected, a letter, report or mitigation plan, as deemed appropriate by the Development Services Director or designee, will be prepared and will include proposed measures to be implemented to ensure that disturbance of breeding activities is avoided. The letter, report or mitigation plan will be prepared and implemented to the satisfaction of the City's Development Services Director or designee. If construction work is proposed outside the bird-breeding season (January 15 and August 31) and the construction area is found outside the Chula Vista MSCP Sub Area Plan, then, removal of non-native vegetation, including trees, may proceed without the aforementioned restrictions.

Full compensation to retain a City-approved biologist to conduct the pre-construction survey, determine the presence or absence of nesting birds, provide results to the City, and if necessary prepare a report or mitigation plan shall be considered included in the contract unit prices paid for the various items of work and no additional compensation will be allowed therefor

15 ODOR CONTROL

The Contractor shall exercise/employ every effort to prevent the emanation of foul odors from any area associated with the project during the improvement construction. All work which does not represent and reflect high quality workmanship will be rejected and the Contractor shall remove and replace the work at their expense. The Director of Public Works' opinion and determination of work shall be final.

16 SAW CUTTING

The Contractor shall saw cut any existing concrete and AC pavement before removal in accordance with Section 300-1 of the Greenbook and Regional Supplement.

The Contractor shall prevent saw-cut slurry discharges to gutters, storm drains, and watercourses. The Contractor shall shovel, absorb, or vacuum the slurry residue from the pavement or gutters and remove from the site at the end of the day or job (whichever is sooner). Saw cutting shall comply with the "Storm Water Pollution Prevention" section of these technical specifications.

Full compensation for all labor and equipment required shall be considered included in the contract unit price paid for "**Clearing and Grubbing, Removal and Disposal of Existing Improvements**" and no other compensation will be allowed therefor.

17 COLD MILLING ASPHALT CONCRETE PAVEMENT (GRINDING)

The Contractor shall cold mill (“grind”) the asphalt concrete pavement as shown on the Plans and shall be done in accordance with Section 302-5.2 of the Greenbook.

The asphalt concrete pavement removed as a result of this section shall become the property of the Contractor. The removal and disposal of asphalt concrete pavement shall be done in accordance with Section 300-1 of the Greenbook and Regional Supplement, and these Special Provisions.

Milled areas exposing base course or other subgrade soils shall be overlaid or temporarily re-surfaced before the end of the workday or before opening to traffic. In the events where there are storm drain clean-outs, manholes, monuments, utility vaults and valves on these pavement milled areas, the Contractor shall place a temporary pavement around these structures immediately after milling to provide a safe and smooth ride for vehicles.

The Contractor shall install speed reduction signs warning motorists of the “uneven” and “rough pavement” ahead. The City will not allow the Contractor to mill all proposed streets at once. Areas milled shall be resurfaced with permanent pavement within **one (1) working day**.

The Contractor shall use equipment that is compatible with existing conditions to prevent displacement or failure of the existing structural street section or subgrade. Care must be exercised to prevent damage to trees along curbside parkway by using low profile equipment and/or having the City Arborist trim street trees in advance of the construction work.

Compensation for asphalt concrete pavement milling, removal, disposal of excess material resulting from it, temporary pavement and warning sign installation, furnishing all labor, materials, tools, equipment, incidentals, protection and repair of damaged property, is considered included in the contract unit price paid for “**AC Paving, per Plans,**” and no additional compensation shall be allowed therefor.

18 ASPHALT CONCRETE PAVEMENT

Asphalt concrete pavement and seal coat shall be placed at locations described in the improvement plans. All asphalt concrete (AC) shall be according to the provisions of Sections 203-6 and 302-5 of the Standard Specifications, CV Special Provisions, Regional Supplement Amendments, Standard Special Provisions, and applicable Regional Standard Drawings. Asphalt concrete mixture shall be in accordance with Section 400-4 of the Standard Specifications and shall be $\frac{3}{4}$ ” Type III, B2/B3, PG64-10 and $\frac{1}{2}$ ” Type III, C2/C3, PG64-10.

All asphalt concrete pavement **for overlay shall be $\frac{1}{2}$ ” Type III, C2/C3, PG 64-10.** The mixing and spreading shall be according to the provisions of Section 302-5.10 Standard Specifications and Chula Vista Standard Special Provisions.

The asphalt concrete pavement **for pavement reconstruction shall be $\frac{3}{4}$ ” Type III, B2/B3, PG64-10 for the AC base course, and $\frac{1}{2}$ ” Type III, C2/C3, PG64-10 for the pavement cap.** The AC base course shall be a minimum of 4 inches in thickness, and the pavement cap shall be a minimum of 2 inches in thickness. The mixing and spreading shall be according to the provisions of Section 302-5.5 Standard Specifications and Chula Vista Standard Special Provisions.

The Contractor shall submit a job mix formula at the pre-construction meeting for review by the City for each source of supply and type of mixture specified. The job mix formula shall indicate the percentage

passing each specified sieve size and the percent of asphalt to be used for each asphalt concrete mixture to be incorporated in the work.

Before placement of the overlay the Contractor shall place identification locators on top of all manholes, valve lids, vault covers, etc. that must be raised by the Contractor or various utilities after the pavement operation. It is the responsibility of the Contractor to preserve the location of all manholes, valve lids, vault covers, etc. once they are covered by the overlay and before being raised to grade.

Distribution and spreading of pavement overlay shall be according to Section 302-5.5 of the Standard Specifications and Chula Vista Standard Special Provisions. *The Contractor shall use self-propelled mechanical spreading and finishing machines capable of providing asphalt passes up to 20' in width.* The Project Manager shall select joint locations and pavement widths based upon the capabilities of the specified screed and roadway conditions.

The contract unit price paid for “**AC Paving, per Plans**” shall be per square foot and shall include full compensation for the preparation, tack coat, and asphalt concrete, and all labor, materials, tools, equipment and incidentals, and for doing all the work involved in place, as specified in the Standard Specifications and these Special Provisions, and no additional compensation will be allowed.

The unit bid price shall apply no matter how much the actual quantity varies from that estimated in the proposal. There will be no adjustment in the compensation for this item as permitted in Section 3 2 of the Standard Specifications.

19 TACK COAT

The Contractor shall apply a Tack Coat of SS-1h for all horizontal contact surfaces in accordance with Section 302-5.4 of the Greenbook and Regional Supplement.

In addition to the requirements of section 302-5.4 Tack Coat, the vertical contact surface of all pavement joints, manholes and utility covers shall be painted with Crafcro Pavement Joint Adhesive or an approved equal. The application equipment and application rate shall be in accordance with the manufacturer's recommendation and approved by the Project Manager.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals required to install the item complete in place shall be considered included in the **contract unit price for various contract items of work** and no additional compensation will be allowed therefor.

20 CONSTRUCTION SURVEYING/STAKING

The City of Chula Vista Land Surveying Group shall provide one set of construction staking. The project shall be staked by City of Chula Vista Land Survey section as requested by the Contractor. Staking requests shall be in writing and presented to the Project Manager at least four (4) working days in advance.

It is the Contractor's responsibility to install and maintain the traffic control devices as well as such additional traffic control devices as may be required to ensure safe movement of construction staking staff through and around the work area, and to preserve construction stakes and marks. Any additional staking or re-staking shall be performed by the City at the Contractor's expense.

21 STRIPING AND PAVEMENT MARKINGS

Striping and pavement markings shall be installed as shown on the attached plans. All details and dimensions for traffic stripes and markings shall conform to the California Department of Transportation Standard Plans. Pavement stripes shall conform to Sections 84-2 of the Standard Specifications and these Special Provisions.

Striping and pavement markings shall be installed to restore the existing accessible and standard parking stalls, as well as the accessible path of travel. All details and dimensions for striping and markings shall conform to the Plans. Pavement stripes shall conform to Sections 214 and 314 of the Standard Specifications and these Special Provisions.

Traffic line paint shall be rapid dry and shall contain reflective material conforming to the Standard Specifications.

The Contractor shall furnish the necessary control points for all striping and markings; and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Project Manager.

Contractor shall remove by wet/sand blasting or grinding all existing striping and markings (paint and thermoplastic), unless otherwise specified that do not conform to the plans. Existing striping and markings shall be removed before painting new ones and disposed of properly. Existing raised pavement markers, when adjacent to a paint stripe that is to be removed, shall be removed and disposed of properly. Existing Botts dots shall be removed in accordance with the attached design plans.

Spotting shall be completed before the removal of any existing stripes and markings. Existing stripes and markings shall be removed before painting new ones, but in no case shall any section of street be left without proper striping for more than 24 hours, or over weekends or holidays.

Reflectorized pavement markers shall be installed on all lane lines and centerline striping per appropriate Caltrans "Detail Number" as shown on plans. Blue reflectorized pavement marker for fire hydrant location to be installed per Caltrans Standard Plans. Pavement markers shall conform to Section 81-3, "Pavement Markers" of the Standard Specifications, and these Special Provisions. Pavement marker height shall be 0.70 inch minimum. "Low Profile" type markers will not be acceptable.

If there will be a period of time after removal of existing striping and painting of new striping, during which public traffic will use all or a portion of any roadway in the project area, the Contractor shall provide temporary delineation with "chip seal markers" with reflective strips. These markers shall be either white or yellow, as directed by the Public Works Inspector, and shall be at maximum spacing of 24-feet on-center. The marker will be placed either on the old lines that were just removed, or on new lines laid out by the Contractor, as directed by the Director of Public Works. The furnishing and installing of these markers shall be in addition to any other delineation (cones, signs, barricades, etc.) that are required for public safety. After Contractor has painted the new striping, Contractor shall remove and dispose of these temporary pavement markers.

Nothing in these Special Provisions shall relieve the Contractor from his or her responsibilities as provided in Section 7-1.04, "Public Safety," of the Caltrans Standard Specifications, Section 7-10 of the Green Book, or the "Public Convenience and Safety (Traffic Control)" Section of these specifications.

ADDITIONAL STRIPING NOTES:

Use hot applied "Thermoplastic" materials for crosswalks, pavement arrows, legends, limit lines and symbols. See Section 84-2 of Caltrans Standard Specifications.

Painting stripes (traffic lines) and pavement markings shall conform to Section 84-1, "General", and 84-3, "Painted Traffic Stripes and Pavement Markings", of the CalTrans Standard Specifications and these special provisions:

Paint for striping shall conform to the following Type III traffic paint or approved equal:

Paint for traffic stripes shall conform to the following State specifications:

Rapid Dry Water-Borne,
White, Yellow and Black

#PTWB-01R2
PT-150VOC(A)

Thinning of paint will not be allowed. The paint shall be tested before use, or the manufacturer shall provide to the Director of Public Works with a certificate of compliance in accordance with Section 214-2, "CERTIFICATE OF COMPLIANCE", of the Standard Specifications. Said certificate shall certify that the paint complies with the specifications and that, paint manufactured to the same formulation and process has previously passed state testing. A list of manufacturers that have produced paint meeting State specification is available from the State's Transportation Laboratory. (Material supplied by manufacturers other than those that have manufactured approved paint will require complete testing.)

All new striping and sandblasting of redundant striping shall be done by the Contractor. All new sandblasting of redundant striping shall be completed within 48 hours of the changes.

Inside dimension of all crosswalks to be 10 feet. (CVSD-TRF-04 & CVSD-TRF-11).

Installation of Ladder Crosswalks, Pavement Striping, Raised Pavement Markers and/or Pavement Markings may be performed at night, at no additional costs, with the approval of the Director of Public Works.

Painting traffic stripes and installing raised markers will be measured by the foot along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two four-inch wide yellow stripes separated by a three-inch black stripe, will be measured as one traffic stripe. Raised markers shall be included in the unit price paid for painting traffic stripes. All painted striping must be applied using two coats of paint.

Green Paint – To be applied to certain portions of Bike lanes as shown on the plans.

Refer to section 210.1.6 “Paint for Traffic Striping, Pavement Marking and Curb Marking” and ADD the following:

The material for the green bike boxes and green bike lanes approaching and through the to be used for the installation of green bicycle boxes as called in the plans shall meet the following specifications:

USE: A durable, high skid resistant, retroreflective pavement marking material suitable for use as, bike path, roadway, intersection, airport, commercial or private pavement delineation and markings.

- The material shall be a resilient light green color thermoplastic product, the surface of which must contain glass beads and abrasives in an alternating pattern optimizing both skid resistance and retro-reflectivity.
- The material shall be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids etc.
- The material shall be capable of being affixed to bituminous and/or Portland cement concrete pavements by the use of the normal heat of a propane torch.
- The material shall be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic.
- The material shall not have minimum ambient and road temperature requirements for normal application, storage, or handling. When manufacturer’s standard application procedures require the use of a 2-component sealer, the material shall be capable of being applied with a compatible 2-component sealer recommended by the manufacturer, at minimum ambient and surface temperatures of 45°F without any special storage, preheating or treatment of the material before application.

MANUFACTURING CONTROL AND ISO CERTIFICATION: The manufacturer must be ISO 9001:2008 certified and provide proof of current certification. The scope of the certification shall include manufacture of reflective highway markings.

MATERIAL: Must be composed of an ester modified rosin resistant to degradation by motor fuels, antifreeze, lubricants, etc. in conjunction with aggregates, pigments, binders, abrasives, and glass beads which have been factory produced as a finished product, and meets the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material conforms to AASHTO designation M249-79 (98), with the exception of the relevant differences due to the material being supplied in a preformed state.

Graded Glass Beads:

- The material must contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent. Not more than twenty percent (20%) consists of irregular fused spheroids, or silica. The index of refraction shall not be less than 1.50.
- The material must have factory applied coated surface beads and abrasives in addition to the intermixed beads at a rate of 1/2 lb. ($\pm 20\%$) per 11 sq. ft. The surface beads and abrasives must be applied in an alternating arrangement across the surface of the material so that the surface is covered in what is best described as a “checkerboard” pattern of glass beads and abrasive materials. The abrasive material must have a minimum hardness of 8 (Mohs scale). These factory applied coated surface beads shall have the following specifications:
 - 1) Minimum 80% rounds;
 - 2) Minimum refractive index of 1.5;
 - 3) Minimum SiO₂ Content of 70%;
 - 4) Maximum iron content of 0.1%;

Size Gradation		Retained, %	Passing, %
US Mesh	Um		
12	1700	0 - 2%	98 - 100%
14	1400	0 - 6%	94 - 100%
16	1180	1 - 21%	79 - 99%
18	1000	28 - 62%	38 - 72%
20	850	62 - 71%	29 - 38%
30	600	67 - 77%	23 - 33%
50	300	86 - 95%	5 - 14%
80	200	97-100%	0 - 3%

Pigments: Light Green:

The material shall be manufactured with appropriate pigment to ensure that the resulting colors complies with the Light Green color as specified in the FHWA Memorandum dated April 15th, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

- Daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	y	x	y	x	y	x	y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

- Nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	y	x	y	x	y	x	y
0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520

- The pigment system must not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

Heating indicators:

The top surface of the material shall have regularly spaced indents. The closing of these indents during application, shall act as a visual cue that the material has reached a molten state allowing for satisfactory adhesion and proper bead embedment, and as a post-application visual cue that the application procedures have been followed.

Skid Resistance:

The surface of the preformed retroreflective marking materials, wherein every other shaped portion contains glass beads, or abrasives with a minimum hardness of 7 (Mohs scale), shall upon application provide a minimum skid resistance value of 60 BPN when tested according to ASTM: E 303.

Thickness:

The material must be supplied at a minimum thickness of 90 mils (2.29 mm).

Retroreflectivity:

The preformed retroreflective marking materials, upon application, shall exhibit adequate and uniform nighttime retroreflectivity of 50 mcd·m⁻²·lx⁻¹ when measured using a Delta LTL 2000 or LTL-X Retroreflectometer using the ASTM E1710 method. Note: Initial retroreflection and skid resistance are affected by the amount of heat applied during installation. When ambient temperatures are such that greater amounts of heat are required for proper installation, initial retroreflection and skid resistance levels may be affected.

Environmental Resistance:

The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

Abrasives:

The abrasives and surface beads must be applied in an alternating arrangement across the surface of the material so that the surface is covered in what is best described as a “checkerboard” pattern of glass beads and abrasive materials. The abrasive material must have a minimum hardness of 7 (Mohs scale).

APPLICATION:

Asphalt:

The material shall be capable of being applied using the propane torch method recommended by the manufacturer, without minimum requirements for ambient and road temperatures, and without any preheating of the pavement to a specified temperature. The material shall be capable of being applied without the use of a thermometer. The pavement shall be clean, dry and free of debris. Supplier must enclose application instructions with each box/package.

Portland Concrete:

The same application procedure shall be used as described under the “asphalt” section, however, a compatible primer sealer, recommended by the manufacturer, shall be applied to the surface prior to the application of material to ensure proper adhesion.

PACKAGING: The preformed thermoplastic markings shall be placed in protective plastic film with cardboard stiffeners where necessary to prevent damage in transit. Linear material must be cut to a maximum of 3' long pieces. Legends and symbols must also be supplied in flat pieces. The cartons in which packed shall be non-returnable and shall not exceed 40" in length and 25" in width, and be labeled for ease of identification. The weight of the individual carton must not exceed seventy (70) pounds. A protective film around the box must be applied in order to protect the material from rain or premature aging.

SEALER: A two-component sealer must be used for the installation of preformed thermoplastic material per the following specifications:

- **Use:** A two-component epoxy sealer used to enhance the bond strength between the substrate (portland cement concrete or asphalt) and preformed thermoplastic materials made from resins and/or polymers, and inorganic fillers.
- **Properties:** The sealer must be environmentally safe – no VOC solvents.
 - The sealer must bond to dry and damp surfaces.
 - The sealer must have a low viscosity that allows it to penetrate into concrete and in particular penetrate through laitance, if present.
 - To allow for the application area to be re-opened to traffic, the sealer must cure rapidly. During a normal application process the sealer will have cured and bonded to the preformed thermoplastic material in less than 10 minutes.
 - To allow for work time for correct positioning of the preformed thermoplastic material, the sealer must have a gel time of at least 20 minutes at 80°F
- **Applications:** The sealer shall be capable of being applied to the substrate either by brush, roller, or sprayer. It shall be capable of being applied in a thin, even, uniform coat.
- **Packaging:** Each cartridge must be properly labeled and packed in a heat-sealed polyethylene bag. 3 mixing nozzles, 2 cartridge re-closing caps, 2 application rollers, and 3 pairs of latex gloves must be packaged in a separate heat-sealed compartment of the same bag. Detailed Application Instructions and MSDS must be included in each kit, which must consist of two cartridge/accessory bags.

Red Curbs – Curbs shall be painted red where shown on the plans. Contractor shall apply all red curb paint by hand.

The contract prices paid per linear foot for “**Pavement Striping (paint) and Raised Markers**” and “**Red Curb**”, per square foot for “**THERMOPLASTIC- Pavement Markings, Legends and Symbols**” and “**Green Paint**”, and per each for “**Blue Reflector Markers (RPM) at Fire Hydrants**” shall include full

compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting traffic stripes (regardless of the number, widths, raised markers, and pattern of individual stripes involved in each traffic stripe), and pavement markings, legends and symbols, including all layout work, complete in place, as shown on the plans, as specified in Caltrans Standard Specifications, these special provisions, and as directed by the Project Manager and no additional compensation will be allowed therefor.

PAVEMENT MARKINGS ON CONCRETE (P.C.C.):

The Contractor shall furnish and install preformed thermoplastic pavement markings manufactured by PreMark, SWARCO, or approved equal for all pavement markings to be installed on concrete surfaces. All concrete surfaces where preformed thermoplastic pavement markings are to be applied shall be prepared in accordance with the manufacturer's recommendations **including required concrete curing duration**. Copies of specification and application instructions are included in the **appendix**. The unit cost for these markings shall be paid for under **"Preformed Thermoplastic Pavement Markings on Concrete"**.

Painting stripes and pavement markings will not be measured for payment. **All painted striping will be applied using two coats of paint.**

The lump sum contract prices paid **"Pavement Striping and Markings"** and **"Paint Curbs Red"** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting pavement striping, markings, legends and symbols, including all layout work, complete in place, as shown on the plans, as specified in Caltrans Standard Specifications, these Special Provisions, and as directed by the Project Manager and no additional compensation will be allowed therefor.

22 PUBLIC CONVENIENCE AND SAFETY (TRAFFIC CONTROL)

Public convenience and safety shall be according to Section 7-10 of the Standard Specifications for Public Works Construction and Regional Supplement Amendments. The Contractor shall submit traffic control plans for work to be done in the Casa Casillas parking lot at the pre-construction meeting, for the Public Works Director's approval. The Contractor shall comply with the traffic control plans. Traffic control shall conform to the Manual on Uniform Traffic Control Devices, or MUTCD.

At least five (5) working days before commencing work, the Contractor shall submit its construction schedule to the City for approval.

Contractor shall schedule the work to ensure residents or businesses impacted by the work have ample "on street" parking (if parking is allowed) within a reasonable distance from their homes or place of business. Based upon the construction schedule, the Contractor shall notify residents and businesses of the proposed work, and post temporary "No Parking Tow Away" signs at least 72 hours in advance. Notification shall be in the form of "Door Knocker" notices and must be in English and Spanish. The Contractor shall submit a sample of the "No Parking" sign and "Door Knocker" notices for City approval. The contractor shall also post "No Parking" signs prior to any sweeping operations. Signs shall contain the following information:

1. The name and a phone number of the Contractor so the resident, inspector or Police Department can make contact if the signs are damaged, removed or not removed as required during the course of construction.
2. The hours of the day that the parking restriction is in effect (7AM to 4 PM) or if not limited to specific hours (Any Time).

3. The days (Monday to Friday) and the dates (August 25 to September 5). The days and months may be abbreviated in accordance with State of California standards contained in the latest version of the MUTCD.
4. The Contractor shall contact the Chula Vista Police Department Traffic Bureau at (619) 476-5320, Police Dispatch at (619) 691-5151 and/or Parking Enforcement at (619) 691-5295 to inform them of when and where these signs will be placed and the duration of the temporary restriction so they may plan staff to provide enforcement. Note that the Contractor is required to notify P.D. of both when the signs are posted and when they need to be enforced. Without 72 Hour advanced notification, P.D. will not tow vehicles. Calls for towing will not be honored except during your approved working hours posted on the signs. Work hours are generally between 7 A.M. and 4 P.M. Monday through Friday.

Unless otherwise directed by the Public Works Director, all temporary no parking signs shall be removed by the contractor as soon as possible after the completion of the required work and in no case more than 24 hours after work terminates.

All lettering on signs shall be a minimum of 1-inch in height to be easily legible to the operator of a vehicle with the exception of the phone number that may be ½-inch in height. The Contractor shall submit a sample of the “No Parking Tow Away” sign notices for City approval.

ALL “NO PARKING TOW AWAY” SIGNS SHALL BE MOUNTED ON “A-FRAMES” ONLY. SIGNS TAPED ON TRAFFIC CONES, DELINEATORS, TREES OR OTHER STRUCTURES WOULD NOT BE PERMITTED.

It is the responsibility of the Contractor performing work on a City street to install and maintain the approved traffic control devices and such additional traffic control devices (e.g. flag persons) as may be required to insure safe movement of traffic motorists, bicyclists, and pedestrians and construction staking staff through and around the work area and provide maximum protection and safety to construction workers.

The Contractor shall be fully responsible for the adequacy of any traffic plan used. He or she shall notify the City at least two (2) working days before starting any construction detour.

When an existing pedestrian access route is blocked by construction, alteration, maintenance or other temporary conditions, the traffic control plan shall include an alternate pedestrian access route complying to the maximum extent possible with the applicable requirements of the American with Disabilities Act (ADA) and the latest adopted edition of Manual Uniform of Traffic Control Devices (MUTCD) and California Supplements to the MUTCD.

The street shall remain open to traffic at all times. Flaggers may be necessary to provide safety. Contractor shall have stop signs available on site (for each intersection approach) for emergency use.

Prior to closing any lane, the Contractor is required to provide a traffic control plan for approval a minimum of two weeks prior to starting work.

The City reserves the right to observe the traffic control plans in use and direct the Contractor to make changes as field conditions warrant. Any changes will supersede the plans and will be done solely at the Contractor’s expense. The Contractor is responsible for maintaining all traffic control devices and conforming to the State of California and City of Chula Vista standards and specifications. The Contractor shall replace all roadway striping removed by the construction work.

A separate and specific traffic control plan for any work on arterial and collector streets shall be submitted for approval prior to the pre-construction meeting. The Contractor shall also submit separate traffic control plans for work within major intersections, State Right-of-Way, areas where schools are present, and other congested areas. **Note that ALL residential and industrial streets with ADT's that exceed 7,500 vehicles per day are subject to the lane closure restrictions below (unless exempted by the Director of Public Works).** The traffic control plan shall include phasing, signage, flashing arrow signs, barricades, existing striping, temporary striping during construction, and finished permanent striping. Phasing for these streets shall be per the following:

4 Lane Roads

During the peak period, the Contractor shall only work on lanes opposing peak direction and on a maximum of one out of two lanes at a time.

6 Lane Roads

The work on six lane roads shall be performed in a minimum of three phases. During the peak period, the Contractor shall only work on lanes opposing peak direction and on a maximum of two out of three lanes at a time.

Peak hours are 7am to 9am for morning peak and 4pm to 6pm for afternoon peak. Contractor shall not begin any construction work without the possession of a City-approved traffic control plan.

The Contractor shall be responsible for preserving original locations and dimensions of all existing striping obliterated by the work. The Contractor shall be responsible for maintaining sufficient striping control points to be able to restore lane dimensions. The Contractor shall install and maintain temporary overlay yellow or white markers, whichever is applicable, where striping cannot be restored by the end of the workday. The Contractor shall replace all roadway striping and pavement markings removed by the construction work.

The cross traffic at intersection streets shall always be maintained. An asphalt ramp at 4:1 slope shall be constructed next to a construction zone travel lane where drop off exceeds 0.15 feet (1.8"). Driving across newly placed asphalt into driveways will not be allowed until the pavement has cooled and become firm enough to prevent displacement and tracking.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic near the project as specified in Greenbook Sub Section 7-10, or as directed by the Project Manager.

When necessary to provide vehicular or pedestrian crossings over the fresh asphalt, the Project Manager shall direct the Contractor to spread sufficient sand or rock dust on the affected area to eliminate tracking or damage to the asphalt. Sand or rock dust used for this purpose shall be at the Contractor's expense.

The Contractor shall arrange with the franchised waste disposal company that has an agreement with the City to maintain trash collection services for those properties affected by the work. The Contractor shall notify the transit agencies of any delays to their buses. The Contractor shall notify all schools (public and/or private) where the work may affect school operations.

The Contractor is responsible for maintaining all traffic control devices and conforming to the State of California and City of Chula Vista Standards and Specifications. Contractor shall assume sole and complete responsibility for job site conditions during the course of construction of this project.

When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal, cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

1. Steel plates used for bridging must extend a minimum of 12" beyond the edges of the trench.
2. Steel plates bridging shall be installed to operate with minimum noise.
3. The trench shall be adequately shored to support the bridging and traffic loads.
4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates. A minimum 12-inch of cold mix at each end of the steel plates shall be required.
5. Bridging shall be secured against displacement by using adjustable cleats, shims or other devices.
6. For spans greater than four (4) feet, a structural design shall be prepared by a registered Civil engineer and approved by the City.
7. Plating shall not exceed 3 trench plates in succession in one lane, parallel to the flow of traffic.
8. Plating on streets with speed limit above 35 mph shall be recessed to level of pavement.

The Contractor shall be responsible for maintenance of steel plates, shoring and asphalt concrete. In any event, the Contractor shall cover all open trenches at the end of each day to prevent any pedestrian or traffic injury.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic near the project as specified in Greenbook Sub Section 7-10, or as directed by the Project Manager.

When necessary to provide vehicular or pedestrian crossings over the fresh asphalt, the Project Manager shall direct the Contractor to spread sufficient sand or rock dust on the affected area to eliminate tracking or damage to the asphalt. Sand or rock dust used for this purpose shall be at the Contractor's expense.

The Contractor is responsible for maintaining all traffic control devices and conforming to the State of California and City of Chula Vista Standards and Specifications. Contractor shall assume sole and complete responsibility for job site conditions during the course of construction of this project.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and all necessary traffic control as required by the City of Chula Vista is considered included in the **various contract items of work as contained in the proposal** and no additional compensation will be allowed therefor.

23 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Protection and restoration of existing improvements shall conform to Section 7-9 of the Standard Specifications for Public Works Construction and as described below.

Trees, shrubs, and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, traffic signal loops, pipelines under or above ground, sewer and water lines, all highway or street facilities, and any other improvements or facilities within or adjacent to the right-of-way shall be protected from injury or damage. If the objects are injured or damaged because of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

The Contractor shall review all roadside vegetation (e.g., trees, shrubs) prior to the start of construction to ensure proper clearance for all construction equipment being utilized for all work involved in this contract. The Contractor shall be responsible for notifying the proper entities (City Arborist and/or private property) to ensure that all vegetation requiring trimming is addressed prior to construction on those locations.

Before commencement of construction activity, the Contractor shall meet with each property owner or occupant to determine condition of existing private improvements (e.g., irrigation systems, driveways, landscaping, etc.), and inform property owner or occupant of release form. Pictures shall be taken at each

location and copies shall be submitted to the City. At the completion of the work, the Contractor shall obtain the signed release form from each property impacted by the project.

Should any work under this contract damage or cause to be damaged any item or items not scheduled to be removed, such items shall be restored to their original condition and position, or shall be replaced, all at the Contractor's expense. All repairs or replacements shall be performed to the satisfaction of the Project Manager.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in protecting or repairing property shall be considered as included in the **prices paid for the various contract items of work** and no additional compensation will be allowed therefore.

The Contractor shall protect existing curb and pavement striping in place and replace existing red curb paint and other striping destroyed or damaged during removal.

24 FLOOD CONTROL DURING PERIODS OF RAINFALL

The Contractor shall implement appropriate and effective measures to allow flow of storm water during periods of rainfall such that said flow will not damage private property, public property, or construction work under this contract within, upstream, or downstream of the limits of construction. Any damage that occurs shall be repaired at the expense of the Contractor, as well as cleanup of all areas required due to flow of mud, silt, or debris from the construction operations. The Contractor shall be financially liable and responsible for any and all actions arising from said damage. Further, the City shall have the right, at any and all times, to direct the Contractor to implement corrective actions and measures that are necessary to fully comply with the requirements of this section and all applicable laws, ordinances, and regulations.

Any costs incurred by the Contractor are considered included in the unit cost paid for the **various contract items of work**.

25 STORM WATER POLLUTION PREVENTION

In performing work under this contract, the Contractor shall comply with all federal, state, and local laws and regulations relating to storm water pollution prevention, including but not limited to:

- Federal Clean Water Act
- California Porter-Cologne Water Quality Control Act
- National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 (NPDES General Construction Permit), and any subsequent reissuances of or amendments thereto
- City of Chula Vista Municipal Code Chapter 14.20
- City of Chula Vista BMP Design Manual

The Contractor shall implement Best Management Practices (BMPs) to prevent the discharge of pollutants to storm water conveyance systems during all phases of construction until the project is completed and the site is fully stabilized. The Public Works Director shall have sole discretion in determining if compliance with BMP requirements has been met or not. The City reserves the right to require modifications in the field to BMPs requirements where the City determines that Contractor-selected BMPs are not effective in preventing the discharge of pollutants to the storm water conveyance system to the extent required by federal, state, and local laws and regulations.

Notwithstanding identification or selection of BMPs in the project's Storm Water Pollution Prevention Plan (SWPPP), Construction Storm Water Pollution Control Plan (CSWPCP), or

Construction Storm Water BMP Certification Statement, the Contractor shall be fully responsible and obligated to implement all necessary BMPs to prevent the discharge of pollutants due to construction activities as required in this section. The Public Works Director or designee, at their sole discretion, shall determine if implemented BMPs are adequate or if additional BMPs are necessary, in which case the Contractor shall implement additional BMPs needed to comply with the requirements of this section.

Contractor participation in this program is mandatory, and non-compliance found at any construction site(s) covered by the contract will result in penalties to the Contractor. Penalties may include, but are not limited to, monetary setoffs, withholding of payments, reimbursements for costs; expenses (including attorney's fees), fines and civil penalties incurred by the City, and/or liquidated damages. Contractor shall be responsible for any enforcement action taken by Federal, State, and/or Local authorities, including cost of fines, construction delays, and remedial actions resulting from the Contractor's failure to comply with the General Permit provisions or Federal, State, or local laws and regulations.

To ensure compliance, the City may take enforcement action as follows:

- Stop all other work on the project at no cost to the City until the non-compliance is corrected; working days shall continue to be assessed;
- Require revisions to plans at no cost to the City;
- Require modifications/BMPs improvements in the field at no cost to the City
- Assess fines and penalties;
- Other enforcement action, as may be appropriate.

The Contractor is responsible for signing a Construction Storm Water BMP Certification Statement (see Appendix D) and implementing the requirements set forth therein. A signed copy of said statement shall be submitted at the pre-construction meeting. The Contractor shall select all applicable minimum and recommended BMPs from the Chula Vista BMP Design Manual Appendix K "Construction BMP Standards" and shall implement such BMPs during construction as necessary to prevent pollution of storm water conveyance systems. The Contractor shall modify BMP measures as needed based upon site circumstances as required by the City inspector.

The Contractor is responsible for managing storm water and non-storm water discharges from the site in accordance with City's Storm Water Management and Discharge Control Ordinance (Chula Vista Municipal Code (CVMC) Chapter 14.20), the attached water quality document, Project Specifications, and any additional specifications provided by the City or required by a City inspector.

The Contractor shall maintain a copy of all water quality documents for this project on-site at all times. In the event that a City inspector should request review of the documents and/or inspection of the construction site, the Contractor shall allow such review and inspection.

All costs incurred by the Contractor in complying with the provisions specified in this section are included in contract lump sum price paid for "**Prepare and Implement Construction Storm Water Pollution Control Plan,**" and no additional payments will be made for implementation of storm water pollution prevention measures.

26 BUY AMERICA REQUIREMENTS

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

27 PROPOSITION 68 OFFICE OF GRANTS AND LOCAL SERVICES (OGALS) SIGNAGE

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

Sign requirements


The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

Sign Placement

Signs shall be installed on wood posts in accordance with Caltrans Standard Plan R81 at location(s) directed by the Project Manager.

Sign Language

The following is the required sign. It is 32” High and 54” Wide.

<p><i>CASA CASILLAS – Artist Space</i></p> <p>Another project funded through the California Natural Resources Agency to protect, restore, and enhance California’s cultural, community, and natural resources</p> <p>GAVIN NEWSOM JR., GOVERNOR</p> <p>Wade Crowfoot, Secretary for Natural Resources</p> <p>Armando Quintero, Director, California Department of Parks and Recreation</p>	
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Logo

All signs must display the Parks and Water Bond Act logo. Display the logo to maximize visibility and durability. [Download the logo](https://resources.ca.gov/grants/Grant-Program-Resources) at <https://resources.ca.gov/grants/Grant-Program-Resources>, click on the logo artwork section. **Each edge of the logo must be a minimum of 24" x 24"**.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti and have a minimum life expectancy of 6-years.

“Furnishing and Installing Proposition 68 OGALS Sign on Wood Post” shall be measured for payment by each sign installed.

Full compensation for furnishing and installing Proposition 68 OGALS sign **on wood post** shall be considered included in the **unit price** paid for “Furnish and install Proposition 68 OGALS on Wood Post” and no additional compensation will be provided therefor.

28 STORAGE, STAGING AND STOCKPILING AREA

The City is not providing storage, staging, or stockpiling area for this project. It is the Contractor’s responsibility to provide a suitable location for this purpose. These sites shall be clean and free of objectionable materials and be located outside of the street right-of-way. Arrangement for these sites shall be the responsibility of the Contractor. If on private property, a copy of the written agreement shall be provided to the Project Manager prior to commencing operations.

The Contractor must acquire the necessary City permit(s) to properly operate this area. Additionally, this area must meet all requirements stated in the Stockpile Management procedures and practices of the City of Chula Vista BMP Design Manual to reduce or eliminate air and stormwater pollution.

29 CLEANING AND CLEAN-UP

Contractor shall not allow adjacent property, public or private, to become dirty or unsightly because of work under this section or specifications.

The Contractor shall carefully and continuously protect all areas included in the contract, including lawn areas, plant material, supports, etc. until final acceptance by the City. Any damages will be repaired and/or replaced at no additional cost to the City.

Following NPDES requirements, the Contractor shall use water or other means to control dust generated by work noted herein. All water and equipment necessary to provide dust control shall be included in the unit price paid for various contract items of work.

30 VEHICLE LOAD RESTRICTIONS - VEHICLE CODE

Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to public traffic, the Contractor shall comply with any or all the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code.

Vehicles used to transport materials on City streets must comply with State and City weight restrictions whenever they are operating on public streets. Overweight vehicles transporting materials on City streets,

even for short distances, will be subject to citation by the Police Department unless a Transportation Permit is issued by the Director of Public Works after application by the Contractor.

31 CALL FOR INSPECTION

The Contractor shall notify the City's Public Works Project Management team at (619)495-1070 or dwhite@chulavistaca.gov two working days before commencing work, and one working day in advance for calls for inspection. Any work performed without benefit of inspection shall be subject to rejection and removal.

32 NOTIFICATION OF UTILITY COMPANIES AND CITY

The Contractor shall notify all utility companies before starting work and shall coordinate their work with the company representatives. The location of the utilities shall be marked out at the project site before the Contractor beginning work.

For location of existing facilities, contact the following:

San Diego Gas and Electric Co.	619-699-1039
AT&T Telephone	619-333-2196
Cox Communications	877 866-4474
Crown Castle	855-933-4237
Media 3 Communications	619-426-3114
Verizon	619-510-9215
Otay Water District	619-670-2285
Sweetwater Authority	619-409-6850
Street Lights, Traffic Signals	619-397-6163
Storm Drains, Sewer	619-397-6025

To have the location marked out at a project site for utility conflicts, the Contractor shall call Underground Service Alert toll free at 8-1-1 two (2) working days before you dig. A dig alert I.D. Number will be issued at that time. Section 4216/4217 of the government code requires a dig alert identification number be issued before a "Permit to Excavate" will be valid.

No additional compensation shall be paid to the Contractor for expenses incurred for repairing or replacing private utilities (such as water, gas, electric, telephone, etc.) damaged during the removal of the various improvements.

33 CHANGES IN QUANTITY OF WORK

In accordance with Section 3 of the City Standard Special Provisions, the City shall have the option of increasing or decreasing the unit quantity for all bid items in the proposal any amount without a change in contract unit prices. There will be no adjustment in compensation as permitted in Section 3-2 of the Standard Specifications, unless explicitly agreed to by means of executed Change Order between the City and the Contractor. This does not limit the City's right to increase or decrease any quantities of work in the Contract as allowed by the Standard Specifications or other pertinent law.

Should the Contractor perform any Work that deviates from the Plans and these Special Provisions without first obtaining written direction from the Project Manager, including but not limited to written responses to Requests for Information (RFIs) and/or Project Manager-issued Contract Change Orders (CCOs), such Work shall be considered to have been performed at the Contractor's sole risk and responsibility. Further, such Work shall be subject to rejection and removal at the

Contractor's sole expense and the City shall not be responsible for any compensation whatsoever, including but not limited to monetary compensation or contract time adjustment.

The Contractor shall submit all RFIs in a format acceptable to the Project Manager upon discovering or identifying any issues in the field or in the Plans and/or Special Provisions that may affect the proper completion of the Work, that may not be clear to the Contractor, or that the Contractor discovers may be in error. The Contractor shall verbally notify the Project Manager on the same day in which the issue of concern is identified and shall submit a written RFI to the Project Manager no later than noon of the following working day. Further, the Contractor shall be fully responsible and liable for performing any such Work associated with, or potentially affected by, the RFI and performed prior to the issuance of a written RFI response by the Project Manager.

34 OBSERVANCE OF CITY HOLIDAYS

The City of Chula Vista observes the following holidays and all offices including Public Works Inspection Services will be closed. Therefore, inspection services will not be provided. Dates of observed holidays may vary. See City of Chula Vista website for scheduled closures.

New Year's Day	January 1
Martin Luther King Jr. Birthday	3 rd Monday of January
Cesar Chavez Day	March 31
Memorial Day	Last Monday of May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday of September
Veteran's Day	November 11
Thanksgiving Day and Day after Thanksgiving	4 th Thursday and Friday of November
December Holiday	December 25

As specified in Section 2-11 of the Standard Specifications for Public Works Construction ("Greenbook"), "Work shall be done only in the presence of the Project Manager. Any work done without proper inspection will be subject to rejection." The Contractor must arrange all construction work to avoid performing work that requires inspection including traffic control during these days. Under Section 6-7.2, the above holidays are not considered working days.

35 SUBMITTALS

The Contractor shall furnish a list of the Contractor's sources of materials and the locations at which those materials will be available for inspection. Materials to be used in the work will be subject to inspection and test by the Project Manager. The Contractor shall furnish without charge such samples as maybe required. The list must be furnished to the Project Manager, preferably before or at the time of the pre-construction meeting. For required submittals see Appendix D, General Building Technical Specifications in Appendix C, and these Special Provisions.

The Contractor shall allow a minimum of twenty (20) working days for review of submittals and shall be furnished to the Project Manager in sufficient time to permit inspecting and testing of materials to be furnished from the listed sources in advance of their use. Contractor's attention is directed to Section 2-

5.3.1 of the City of Chula Vista Standard Special Provisions regarding City's obligations for return of submittals.

Materials shall not be furnished or fabricated, nor any work done for which submittals are required before the required submittals have been reviewed and accepted by the Project Manager. Neither review nor approval of submittals by the Project Manager shall relieve the Contractor from responsibility for errors, omissions, or deviations from the contract documents, unless specifically called to the attention of the Project Manager.

Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturers' brochures, technical bulletins, specifications, diagrams, or product samples, necessary to describe a system, product, or item.

The following submittals shall be received by construction inspection after award and no later than the pre-construction meeting:

1. Material list – maybe submitted with the signed contract after award notification.
2. Schedule – Critical Path – shall include a date of purchase and delivery of materials and shall be submitted no later than the commencement of work.
3. Traffic Control – shall be submitted and approved by the City prior to the commencement of work.

36 AS-BUILT DRAWINGS

A copy of the approved project plans and a set of specifications will be kept at all times at the job site, on which all changes or variations in the work, including all existing utilities are to be recorded and /or corrected daily, and submitted to the Project Manager when the work to be done is completed. Note that all changes to the Plans must first be submitted to, and approved by, the Building Division and issued as a Contract Change Order by the Project Manager to the Contractor.

See General Building Technical Specifications in Appendix C for additional requirements.

37 COMMENCEMENT OF WORK

The Contractor shall begin work no later than fifteen (15) days after the execution of the contract, or as directed by the Project Manager.

38 CONCRETE WORK

P.C.C. curb, gutter, and sidewalk, driveways, alley, and pedestrian ramps shall be in accordance with Sections 303-5 and 303-6 of the Standard Specifications, Regional Supplement Amendments, and with applicable San Diego Regional and City Standard Drawings. Concrete class shall be per Section 201-1.1.2 of the Regional Supplement Amendments. Unless otherwise directed by the Project Manager, all concrete surface improvements, site walls, and building foundations shall be placed with high early strength concrete with a nominal strength of 50% more than specified in the Plans, Greenbook, and Standard Drawings.

Concrete work shall include, but are not necessarily limited to the following concrete items (items of bid listed below in **Bold**):

Construct PCC Driveway, per Plans
4" Thick PCC Sidewalk, per Plans
Sidewalk Thickened Edge, per Plans
Reinforced PCC Patio Slab, per Plans

Mow Curb, per Plans
Construct Modified Curb Outlet, Type A, per Plans

Foundations
Utility Pads and Foundations
Sign Foundations
Outdoor Art Panel Foundations
Interior Foundations and Slabs-on-Grade
Miscellaneous Items of Work

Measurement and payment for the various items of work under Portland Cement Concrete (P.C.C.) Construction shall be in accordance with the units indicated in the bid schedule and as specified in the various sections of these Special Provisions.

39 ROOFING SYSTEM IMPROVEMENTS

The new roofing system shall be constructed in compliance with the California Building and other Applicable Codes, the Plans, and these Special Provisions, including Appendix B, "Building Technical Specifications".

The contract lump sum price paid for "Roofing System Improvements" shall include full compensation for furnishing all materials, flashing, gutters and downspouts, salvage, labor, tools, and equipment necessary to perform the work required under this section in accordance with the California Building and other applicable Codes, the Plans, and these Special Provisions, and no additional compensation will be allowed therefor.

40 ROOF ACCESS HATCH

Roof Access Hatches shall comply with the Plans and Appendix B, "Building Technical Specifications".

"Roof Access Hatch" shall be paid for each unit installed and shall include full compensation for furnishing all materials, labor, tools, and equipment necessary for a complete installation in accordance with the Plans and these Special Provisions, and no additional compensation will be allowed therefor.

41 REPLACE WINDOWS

Replacement Windows shall comply with the Plans and Appendix B, "Building Technical Specifications".

"Replace Windows" shall be paid for as a lump sum and shall include full compensation for furnishing all materials, labor, tools, required framing, repair of surface finishes, and all work necessary for a complete installation in accordance with the Plans and these Special Provisions, and no additional compensation will be allowed therefor.

42 INTERIOR ARCHITECTURAL IMPROVEMENTS

All building interior architectural improvements, including new construction and modifications, shall be constructed in compliance with the California Building and other Applicable Codes, the Plans, and these Special Provisions, including Appendix B, “Building Technical Specifications”.

The contract lump sum price paid for “**Interior Architectural Improvements, including All Surface Finishes and Appurtenances**” shall include full compensation for furnishing all materials, salvage, labor, tools, and equipment necessary to complete all interior architectural improvements in accordance with the California Building and other applicable Codes, the Plans, and these Special Provisions, and no additional compensation will be allowed therefor.

43 EXTERIOR ARCHITECTURAL IMPROVEMENTS

All building exterior architectural improvements, including new construction and modifications, shall be constructed in compliance with the California Building and other Applicable Codes, the Plans, and these Special Provisions, including Appendix B, “Building Technical Specifications”.

The contract lump sum price paid for “**Exterior Architectural Improvements, including All Surface Finishes and Appurtenances**” shall include full compensation for furnishing all materials, salvage, labor, tools, and equipment necessary to complete all exterior architectural improvements in accordance with the California Building and other Codes, the Plans, and these Special Provisions, and no additional compensation will be allowed therefor.

44 STRUCTURAL IMPROVEMENTS

All building structural improvements, including new construction and modifications, shall be constructed in compliance with the California Building Code, the Plans, and these Special Provisions, including Appendix B, “Building Technical Specifications”.

Full compensation for structural improvements shall be considered included in the lump sum price paid for “**Structural Improvements**” and shall include furnishing all materials, labor, tools, transportation, equipment, appurtenances, and all items necessary to complete all interior and exterior structural improvements in accordance with the California Building Codes, the Plans, and these Special Provisions, and no additional compensation will be allowed therefor.

45 PLUMBING IMPROVEMENTS

All building plumbing systems and facilities shall be constructed in compliance with the California Building and Plumbing Codes, the Plans, and these Special Provisions, including Appendix B, “Building Technical Specifications”.

Full compensation for plumbing system and facilities shall be considered included in the lump sum price paid for “**Plumbing Improvements**” and shall include furnishing all materials, labor, tools, transportation, equipment, appurtenances, and all items necessary to complete all interior and exterior plumbing improvements in accordance with the California Building and Plumbing Codes, these Special Provisions, and the Plans, and no additional compensation will be allowed therefor.

46 HVAC SYSTEM IMPROVEMENTS

All heating, ventilation, and air conditioning (HVAC) systems and facilities shall be constructed in compliance with the California Building, Mechanical, Plumbing, and other applicable Federal, State, and Local Codes, the Plans, and these Special Provisions, including Appendix B, “Building Technical Specifications”.

Full compensation for plumbing facilities shall be considered included in the lump sum price paid for **“HVAC System Improvements”** and shall include furnishing all materials, labor, tools, transportation, equipment, appurtenances, and all items necessary to complete all HVAC improvements in accordance with the California Building, Mechanical, Plumbing, and other applicable Federal, State, and Local Codes, these Special Provisions, and the Plans, and no additional compensation will be allowed therefor.

47 ELECTRICAL AND LIGHTING SYSTEM IMPROVEMENTS

All interior and exterior electrical and lighting system improvements and facilities shall be constructed in compliance with the California Building and Electrical Codes, the Plans, and these Special Provisions, including Appendix B, “Building Technical Specifications”.

Full compensation for all interior and exterior electrical system improvements and facilities shall be considered included in the lump sum price paid for **“Electrical and Lighting System Improvements”** and shall include furnishing all materials, labor, tools, transportation, equipment, appurtenances, and all items necessary to complete all interior and exterior electrical and lighting system improvements in accordance with the California Building and Electrical Codes, these Special Provisions, and the Plans, and no additional compensation will be allowed therefor.

48 TECHNOLOGY AND INTRUDER DETECTION SYSTEM IMPROVEMENTS

All interior and exterior communication and intruder detection system improvements and facilities shall be constructed in compliance with all applicable codes, the Plans, and these Special Provisions, including Appendix B, “Building Technical Specifications”.

Full compensation for all interior and exterior electrical system improvements and facilities shall be considered included in the lump sum price paid for **“Technology and Intruder Detection System Improvements”** and shall include furnishing all materials, labor, tools, transportation, equipment, appurtenances, and all items necessary to complete all interior and exterior communication and intruder detection system improvements in accordance with all applicable codes, these Special Provisions, and the Plans, and no additional compensation will be allowed therefor.

49 FIRE EXTINGUISHER AND CABINET

Fire extinguishers and cabinets shall be provided in accordance with the Plans, all existing codes and regulations, and these Special Provisions, including Appendix B, “Building Technical Specifications”.

The contract unit price paid for **“Fire Extinguisher and Cabinet”** shall include full compensation for furnishing all materials, labor, tools, and equipment necessary for complete installation of fire extinguishers and fire extinguisher cabinets in accordance with the Plans, all existing codes and regulations, these Special Provisions, and no additional compensation will be allowed therefor.

50 INTERIOR SIGNAGE

Interior Signage shall be provided in accordance with the Plans, all existing codes and regulations, and these Special Provisions, including Appendix B, “Building Technical Specifications”.

The contract lump sum price paid for **“Interior Signage”** shall include full compensation for furnishing all materials, labor, tools, and equipment necessary for complete installation of Interior Signage in accordance with the Plans, all existing codes and regulations, and these Special Provisions, and no additional compensation will be allowed therefor.

51 EXTERIOR SIGNAGE

Exterior Signage shall be provided in accordance with the Plans, all applicable codes and regulations, and these Special Provisions, including Appendix B, “Building Technical Specifications”.

The contract lump sum price paid for **“Exterior Signage”** shall include full compensation for furnishing all materials, labor, tools, and equipment necessary for complete installation of Exterior Signage in accordance with the Plans, all existing codes and regulations, and these Special Provisions, and no additional compensation will be allowed therefor.

52 ACCESSIBILITY SIGNS

Accessibility signs shall be provided in accordance with the Plans, all existing codes and regulations, and these Special Provisions.

The contract lump sum price paid for **“Remove and Replace Accessibility Signs, per Plans”** shall include full compensation for furnishing all materials, labor, tools, and equipment necessary for a complete installation in accordance with the Plans, these Special Provisions, and all existing codes and regulations, and no additional compensation will be allowed therefor.

53 PATIO CMU SCREEN WALL/METAL WALL AND GATE

Work under this section includes construction of a concrete masonry unit (CMU) screen wall, fabrication, and installation of a steel-framed decorative metal wall above the CMU screen wall, and fabrication and installation of a steel-framed decorative metal gate with door hardware/panic bar, all in accordance with the Plans and these Special Provisions, including Appendix B, “Building Technical Specifications”.

Contractor shall submit shop drawings for the steel-framed metal wall and gate to the Project Manager for review and approval.

The contract unit price paid for **“Construct CMU Screen Wall and Metal Wall, including Footing, Framing and Gate, per Plans”** shall include full compensation for submitting shop drawings and for furnishing all materials, labor, tools, and work necessary for a complete installation in accordance with the Plans, these Special Provisions, and all existing codes and regulations, and no additional compensation will be allowed therefor.

54 PCC CRACK REPAIR AND APPLY EPOXY PAINT

PCC Crack Repair material shall be Sikadur Crack Fix Epoxy Resin Sealing System or approved equal. Prepare and fill cracks in accordance with manufacturer's requirements.

Epoxy Paint shall be **Dura Grip - High Performance Non-Slip Epoxy Paint** or approved equal. *Color to be selected by Architect.* Prepare surface and apply paint in accordance with manufacturer's requirements

"PCC Crack Repair and Apply Epoxy Paint, per Plans" shall be paid by the square feet of concrete painted and shall include full compensation for furnishing all materials, labor, tools, and work necessary for a complete installation in accordance with the Plans and these Special Provisions, and no additional compensation will be allowed therefor.

55 FURNISH AND INSTALL CONEX STORAGE CONTAINER

Conex Storage Containers (Shipping Containers) shall be provided in accordance with the Plans and these Special Provisions. Conex Storage Containers shall meet the following requirements:

- Manufacturer/Supplier: Conexwest, or approved equal
- Size: 16-Feet-Long by 8-Feet-Wide
- Condition: Used, Refurbished
- Door: 8-Foot-Wide Roll-up Door with Roll-up Door Lockbox.
- Vent: Solar-Powered Roof Vent
- Shelving: Steel Heavy Duty 24-Inch-Deep by 5-Feet-High Utility 3-Tier Shelving Unit with Height-Adjustable Shelves. Shelves to be placed along one side and at rear of container.

The contract unit price paid for **"Furnish and Install Conex Storage Container with Shelves, per Plans"** shall include full compensation for furnishing all materials, labor, tools, transportation, and equipment necessary to furnish and install Conex Storage Container in accordance with the Plans, all existing codes and regulations, and these Special Provisions, and no additional compensation will be allowed therefor.

56 CONSTRUCTION SCHEDULE, PROGRESS OF WORK AND TIME OF COMPLETION

It shall be agreed by the parties to the contract that all work called for under the contract in all parts and requirements shall be finished or completed within the number of working days as set forth in the contract.

The Contractor shall provide the Project Manager written notice of the specific date upon which he or she plans to commence work. Notice shall be given at least FORTY EIGHT (48) hours in advance. Once work is started, the Contractor shall conduct their operations for continuous progress of work on a daily basis.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of working days specified, the Public Works Director shall

have the right to increase the number of calendar working days or not, as he or she may deem best to serve the interest of the City.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the City Engineer documentary proof that he/she has made every effort to obtain such materials from all known sources and could not receive promise of delivery from any available source in time to complete the work called for in the contract, in accordance with Section 6 of the City Standard Special Provisions Prosecution, "Progress and Acceptance of the Work". The Contractor shall provide documentation from the supplier showing delivery dates of materials included with the suspension of work request together with an estimated date of recommencement of work for the project.

APPENDICES

APPENDIX "A": PROJECT DRAWINGS

APPENDIX "B": CASA CASILLAS – ARTIST SPACE BUILDING TECHNICAL
SPECIFICATIONS

APPENDIX "C": REQUIRED SUBMITTALS

APPENDIX "D": STORM WATER INTAKE FORM

APPENDIX "E": ASBESTOS & LEAD-BASED PAINT SURVEY REPORT

APPENDIX "F": LABOR COMPLIANCE POSTERS

APPENDIX "G": “PROP 68 SIGN”

APPENDIX "H": BYRD ANTI-LOBBYING FORM

APPENDIX "I": CITY-APPROVED BIOLOGIST LIST

APPENDIX A

PROJECT DRAWINGS

APPENDIX B

CASA CASILLAS – ARTIST SPACE BUILDING TECHNICAL SPECIFICATIONS

APPENDIX C

REQUIRED SUBMITTALS

CASA CASILLAS – ARTIST SPACE
CIP # GGV-0262

Required Submittals

The following includes, but is not necessarily limited to, the submittals required of the Contractor:

1. Contractor Health and Safety Plan
2. Lead-Based Paint Removal and Abatement Plan
3. Contractor Construction Schedule
4. Manufacturer's Data for all Premanufactured Products and Materials
5. Supplier's Data for all Construction Materials
6. Construction Storm Water BMP Certification Statement
7. Samples of Interior Architectural Finishes
8. Samples of Exterior Architectural Finishes
9. Roofing Samples
10. Manufacturer's Data and 2 Physical Samples of Flashing Metals
11. Lumber to be incorporated into the work
12. Color Samples
13. Signage
14. Outdoor Art Panel Shop Drawings and Calculations
15. Double-Swing Gate Shop Drawings
16. CMU Screen Wall and Metal Wall with Gate Shop Drawings
17. Construction and Demolition Debris Waste Management Report in accordance with Chula Vista Municipal Code Section 8.25.095 – Required prior to issuance of Demolition or Building Permit (<https://www.chulavistaca.gov/departments/clean/environmental-services/construction-demolition-debris/waste-management-report>)

APPENDIX D

STORM WATER INTAKE FORM



Storm Water Requirements Applicability Checklist for All Permit Applications

Intake Form

June 2022 Update

Project Information

Project Address: 50 N. Fourth Ave	Project Application # B22-1080
Project Name: Casa Casillas Artist Space	APN(s) 565-120-0300
Brief Description of Work Proposed: Renovate existing City-owned building to provide community art space.	

The project is (select one):

- ☐ New Development Total Impervious Area _____ ft²
(New development is the creation of impervious surface on an undeveloped site.)
- ☒ Redevelopment Total new and/or replaced Impervious Area 1,646 ft²
(Redevelopment is the creation and/or replacement of impervious surface on an already developed site).
- ☐ Other: _____
(Includes projects such as: Roof Mount Solar, Residential Minor Utility, Residential Interior Remodel, Commercial Interior Tenant Improvement, Cell Site Modification, etc.)

Name of Person Completing this Form: Luis Echevarria

Role: ☐ Property Owner ☐ Contractor ☐ Architect ☐ Engineer ☒ Other Project Manager

Email: Lechevarria@chulavistaca.gov

Phone: 619-897-4517

Signature: Luis Echevarria

Digitally signed by Luis Echevarria
DN: cn=Luis Echevarria, o=Luis Echevarria, c=US, email=luis.echevarria@chulavistaca.gov
Reason: I agree to the terms defined by the placement of my signature in this document
Location
Date: 2023.03.22 08:09:41-0800

Date Completed: 03/22/23

Answer each section below, starting with Section 1 and progressing through each section. Additional information for determining the requirements is found in the Chula Vista BMP Design Manual available on the City's website at <http://www.chulavistaca.gov/departments/public-works/services/storm-water-pollution-prevention/documents-and-reports>.

SECTION 1: Storm Water BMP Requirements

Please answer the following two questions:

- | | |
|---|--|
| 1) Does the project involve repair or improvements to an existing building or structure that do not alter the size such as: tenant improvements, interior remodeling, electrical work, fire alarm, fire sprinkler system, HVAC work, gas, plumbing, etc.? | <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No |
| 2) Does the project involve routine maintenance activities such as: roof or exterior structure surface replacement; resurfacing existing roadways and parking lots including dig outs, slurry seal, overlay and restriping; repair damaged sidewalks or pedestrian ramps on existing roads without expanding the impervious footprint; routine replacement of damaged pavement, trenching and resurfacing associated with utility work (i.e. sewer, water, gas or electrical laterals, etc.), and pot holing or geotechnical investigation borings? | <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No |

CHECK ONE:

- ☒ If you answered **YES** to either question 1 or 2, review and sign "**Construction Storm Water BMP Certification Statement**" on Page 2. **DO NOT** complete Sections 2, 3, or 4. The Project is **NOT** subject to Permanent Storm Water BMP requirements. It **IS** subject to Construction BMP requirements.
- ☐ If you answered **NO** to both questions 1 and 2, **Skip to Section 2, Page 3.**

Construction Storm Water BMP Certification Statement

The following storm water quality protection measures are required by City Chula Vista Municipal Code Chapter 14.20 and the City's Jurisdictional Runoff Management Program.

- 1) All applicable construction BMPs and non-stormwater discharge BMPs shall be installed and maintained for the duration of the project in accordance with the Appendix K "Construction BMP Standards" of the Chula Vista BMP Design Manual.
- 2) Erosion control BMPs shall be implemented for all portions of the project area in which no work has been done or is planned to be done over a period of 14 or more days. All onsite drainage pathways that convey concentrated flows shall be stabilized to prevent erosion.
- 3) Run-on from areas outside the project area shall be diverted around work areas to the extent feasible. Run-on that cannot be diverted shall be managed using appropriate erosion and sediment control BMPs.
- 4) Sediment control BMPs shall be implemented, including providing fiber rolls, gravel bags, or other equally effective BMPs around the perimeter of the project to prevent transport of soil and sediment offsite. Any sediment tracked onto offsite paved areas shall be removed via sweeping at least daily.
- 5) Trash and other construction wastes shall be placed in a designated area at least daily and shall be disposed of in accordance with applicable requirements.
- 6) Materials shall be stored to avoid being transported in storm water runoff and non-storm water discharges. Concrete washout shall be directed to a washout area and shall not be washed out to the ground.
- 7) Stockpiles and other sources of pollutants shall be covered when the chance of rain within the next 48 hours is at least 50%.

I certify that the storm water quality protection measures listed above will be implemented at the project described on Intake Form. I understand that failure to implement these measures may result in monetary penalties or other enforcement actions. This certification is signed under penalty of perjury and does not require notarization.

Name: _____ Title: _____

Signature: _____ Date: _____

SECTION 2: Determine if Project is a Standard Project or Priority Development Project**Is the project in any of the following categories, (a) through (f)?**

- (a) New development that **creates 10,000 square feet** or more of impervious surfaces (collectively over the entire project site). This includes commercial, industrial, residential, mixed-use, and public development projects on public or private land. ☐ Yes ☐ No
- (b) Redevelopment project that **creates and/or replaces 5,000 square feet** or more of impervious surface (collectively over the entire project site on an existing site of 10,000 square feet or more of impervious surfaces). This includes commercial, industrial, residential, mixed-use, and public development projects on public or private land. ☐ Yes ☐ No
- (c) New development or redevelopment projects that **creates and/or replaces a combined total of 5,000 square feet** or more of impervious surface (collectively over the entire project site) and support one or more of the following uses: ☐ Yes ☐ No
- (i) **Restaurant.** This category is defined as a facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (Standard Industrial Classification Code 5812).
 - (ii) **Hillside development projects.** This category includes development on any natural slope that is twenty-five percent or greater.
 - (iii) **Parking Lots.** This category is defined as a land area or facility for the temporary parking or storage of motor vehicles used personally, for business, or for commerce.
 - (iv) **Streets, roads, highways, freeways, and driveways.** This category is defined as any paved impervious surface used for the transportation of automobiles, trucks, motorcycles, and other vehicles.
- (d) New development or redevelopment project that **creates and/or replaces 2,500 square feet** or more of impervious surface (collectively over the entire project site), discharging directly to an Environmentally Sensitive Area (ESA). "Discharging directly to" includes flow that is conveyed overland a distance of 200 feet or less from the project to the ESA, or conveyed in a pipe or open channel any distance as an isolated flow from the project to the ESA (i.e. not commingled with flows from adjacent lands). ☐ Yes ☐ No
- (e) New development or redevelopment project that creates and/or replaces a combined total of 5,000 square feet or more of impervious surface, that support one or more of the following used: ☐ Yes ☐ No
- (i) **Automotive repair shops.** This category is defined as a facility that is categorized in any one of the following Standard Industrial Classification (SIC) codes: 5013, 5014, 5541, 7532-7534, or 7536-7539.
 - (ii) **Retail gasoline outlets.** This category includes retail gasoline outlets that meet the meet one of the following criteria: (a) 5,000 square feet or more or (b) a projected Average Daily Traffic (ADT) of 100 or more vehicles per day.
- (f) New development or redevelopment that result in the disturbance of **one or more acres** of land and are expected to generate pollutants post construction. **NOTE:** Pollutant generating development projects are those projects that generate pollutants at levels greater than background levels. Background pollutant levels means the pollutants generated from an undeveloped sites. Projects disturbing one or more acres of land are presumed to generate pollutants post construction unless the applicant presents a design that satisfies the City Engineer that pollutants in storm water discharges will not exceed preconstruction background levels. ☐ Yes ☐ No

The project is (select one):

- ☐ If "No" is checked for every category in Section 2, Project is a "Standard Development Project." Site design and source control BMP requirements apply. **Complete and submit Standard SWQMP** (refer to Chapter 4 and Appendix E of the BMP Design Manual for guidance). **Skip to Section 4.**
- ☐ If "Yes" is checked for ANY category in Section 2, Project is a "Priority Development Project (PDP)." **Complete next part, if applicable, and continue to Section 3.**

Complete for PDP Redevelopment Projects ONLY:

The total existing (pre-project) impervious area at the project site is: _____ ft² (A)

The total proposed newly created or replaced impervious area is _____ ft² (B)

Percent impervious surface created or replaced $(B/A) \times 100 =$ _____ %

The percent impervious surface created or replaced is (select one based on the above calculation):

☐ Less than or equal to fifty percent (50%) – **only new impervious areas are considered a PDP**
OR

☐ Greater than fifty percent (50%) – **the entire project site is considered a PDP**

Continue to Section 3

SECTION 3: Determine if Project is PDP Exempt

1) Does the project ONLY include new or retrofit sidewalk, bicycle lane or trails that:

- Are designed and constructed to direct storm water runoff to adjacent vegetated areas, or other non-erodible permeable areas? Or;
- Are designed and constructed to be hydraulically disconnected from paved streets or roads? Or;
- Are designed and constructed with permeable pavements or surfaces in accordance with USEPA Green Streets guidance?

☐ **Yes. Project is PDP Exempt.**

☐ **No. Next question**

Complete and submit **Standard SWQMP**
(refer to Chapter 4 of the BMP Design Manual
for guidance). **Continue to Section 4.**

2) Does the project ONLY include retrofitting or redevelopment of existing paved alleys, streets or roads designed and constructed in accordance with Green Streets standards?

☐ **Yes. Project is PDP Exempt.**

☐ **No. Project is a PDP.**

Complete and submit Standard SWQMP
(refer to Chapter 4 of the BMP Design Manual
for guidance). **Continue to Section 4.**

Site design, source control, and structural
pollutant control BMPs apply. Complete
and submit PDP SWQMP (refer to
Chapters 4, 5 & 6 of the BMP Design
Manual for guidance). **Continue to
Section 4.**

SECTION 4: Construction Storm Water BMP Requirements:

All construction sites are required to implement construction BMPs in accordance with the performance standards in the BMP Design Manual. Some sites are additionally required to obtain coverage under the State Construction General Permit (CGP), which is administered by the State Water Resource Control Board.

- 1) Does the project include Building/Grading/Construction permits proposing less than 5,000 square feet of ground disturbance and has less than 5-foot elevation change over the entire project area?

☐ Yes. Review and sign Construction Storm Water Certification Statement on Page 2, *skip questions 2-4*

☐ No; next question

- 2) Does the project propose construction or demolition activity, including but not limited to, clearing grading, grubbing, excavation, or other activity that results in ground disturbance of less than one acre and more than 5,000 square feet?

☐ Yes. Complete & submit Construction Storm Water Pollution Control Plan (CSWPCP), *skip questions 3-4*

☐ No; next question

- 3) Does the project result in the disturbance of an acre or more of total land area and is considered a regular maintenance project performed to maintain original line and grade, hydraulic capacity, or original purpose of the facility? (Projects such as sewer/storm drain/utility replacement)

☐ Yes. Complete and submit Construction Storm Water Pollution Control Plan (CSWPCP), *skip question 4*

☐ No; next question

- 4) Is the project proposing land disturbance greater than or equal to one acre OR the project is part of a larger common plan of development disturbing 1 acre or more?

☐ Yes. Storm Water Pollution Prevention Plan (SWPPP) is required. Refer to online CASQA or Caltrans Template. Visit the SWRCB web site at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.

Note: Projects that result in disturbance of one to five acres of total land area and can demonstrate that there will be no adverse water quality impacts by applying for a Construction Rainfall Erosivity Waiver, may be allowed to submit a CSWPCP in lieu of a SWPPP.

APPENDIX E

CASA CASILLAS – ARTIST SPACE ASBESTOS & LEAD-BASED PAINT SURVEY REPORT

APPENDIX F

LABOR COMPLIANCE POSTERS



NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL

This notice is given in accordance with California Code of Regulations, Title 8, Chapter 8, Subchapter 4. Awarding Body Compliance Programs (Section 16429).

In December 1990, the **California Department of Transportation** (Caltrans) received final approval from the California Department of Industrial Relations (D I R) to administer its own Labor Compliance Program (LCP) on public works contracts. Caltrans has authorization through D I R to monitor and enforce payment of State prevailing wages.

Any work defined as "Public Works" according to California Labor Code 1720 and 1771 is subject to the payment of prevailing wages. A limited exemption from prevailing wages pursuant to Labor Code Section 1771.5(a) applies to contracts under the jurisdiction of the Caltrans LCP.

Employees who are working on public works projects are entitled to the payment of prevailing wages. As an approved LCP, Caltrans may review, and audit certified payrolls submitted by public works contractors to ensure employees are receiving correct wages.

Caltrans' LCP will respond to inquiries or complaints from workers who believe they are not receiving the appropriate prevailing wage rate. Workers may contact the Caltrans District/Region Labor Compliance office at the address and phone number listed below:

Caltrans North Region
Districts 1, 2, & 3
Labor Compliance
PO Box 911
Marysville, CA 95901
(530) 741-4372

Caltrans Central Region
Districts 5, 6, 9, & 10
Labor Compliance
PO Box 12616
Fresno, CA 93778
(559) 243-3888
Toll Free: (888) 551-3431

Caltrans District 4
Labor Compliance
PO Box 23660
Oakland, CA
94623
(510) 286-5199

Caltrans District 7
Labor Compliance
100 South Main Street
Los Angeles, CA 90012
(213) 897-0878

Caltrans District 8
Labor Compliance
13970 Victoria Street
Fontana, CA 92336
(909) 829-3338

Caltrans District 11
Labor Compliance
4050 Taylor Street
San Diego, CA 92110
(619) 688-6952

Caltrans District 12
Labor Compliance
1750 East Fourth Street
Santa Ana, CA 92705
(657) 328-6033

Caltrans Headquarters
Labor Compliance
Maint. Service Agreements
1120 N Street
Sacramento, CA 95814



NOTIFICACIÓN SOBRE LA APROBACIÓN DEL PROGRAMA PARA EL CUMPLIMIENTO DE LA LEY LABORAL

Esta notificación se presenta de acuerdo con el título 8, capítulo 8, subtítulo 4 del código de regulaciones de California (*Code of Regulations*). *Awarding Body Compliance Programs* (sección 16429).

En el mes de diciembre de 1990, el departamento de transporte del estado de California (**California Department of Transportation o Caltrans**) recibió la aprobación final del departamento de relaciones industriales (*Department of Industrial Relations* o D I R) para llevar la gestión de su propio programa de cumplimiento de la ley laboral (*Labor Compliance Program* o LCP) en los contratos de trabajos públicos. Por medio de D I R, Caltrans tiene autorización para controlar y hacer cumplir lo establecido en cuanto al pago de los salarios vigentes del Estado.

Cualquier trabajo definido como "Trabajos públicos" de acuerdo a los códigos 1720 y 1771 de la ley laboral de California está sujeto al pago de los salarios vigentes. Se aplica una exoneración limitada de los salarios vigentes de acuerdo a la sección 1771.5(a) del código laboral a aquellos contratos bajo la jurisdicción del LCP de Caltrans.

Los empleados que estén trabajando en proyectos de trabajos públicos tienen derecho al pago de salarios vigentes. Como LCP ha aprobado, Caltrans puede revisar y auditar las nóminas de pago presentadas por los contratistas que realizan trabajos públicos para asegurarse que los empleados están recibiendo los salarios correctos.

Caltrans LCP responderá a toda pregunta o queja de los trabajadores que crean no recibir el salario vigente apropiado. Los trabajadores pueden ponerse en contacto con la oficina regional y del distrito de Caltrans referente al cumplimiento de la ley laboral en las siguientes direcciones o a través de los siguientes números telefónicos:

Caltrans North Region
Districts 1, 2, & 3
Labor Compliance
PO Box 911
Marysville, CA 95901
(530) 741-4372

Caltrans Central Region
Districts 5, 6, 9, & 10
Labor Compliance
PO Box 12616
Fresno, CA 93778
(559) 243-3888
Toll Free: (888) 551-3431

Caltrans District 4
Labor Compliance
PO Box 23660
Oakland, CA 94623
(510) 286-5199

Caltrans District 7
Labor Compliance
100 South Main Street
Los Angeles, CA 90012
(213) 897-0878

Caltrans District 8
Labor Compliance
13970 Victoria Street
Fontana, CA 92336
(909) 829-3338

Caltrans District 11
Labor Compliance
4050 Taylor Street
San Diego, CA 92110
(619) 688-6952

Caltrans District 12
Labor Compliance
1750 East 4th Street
Santa Ana, CA 92705
(657) 328-6033

Caltrans Headquarters
Labor Compliance
Maint. Service Contracts
1120 N Street
Sacramento, CA 95814



Civil Rights
Department
STATE OF CALIFORNIA

CALIFORNIA LAW PROHIBITS WORKPLACE DISCRIMINATION & HARASSMENT

The California Civil Rights Department (CRD) enforces laws that protect you from illegal discrimination and harassment in employment based on your actual or perceived:

- ANCESTRY
- AGE (40 and above)
- COLOR
- DISABILITY (physical, developmental, mental health/psychiatric, HIV and AIDS)
- GENETIC INFORMATION
- GENDER EXPRESSION
- GENDER IDENTITY
- MARITAL STATUS
- MEDICAL CONDITION (genetic characteristics, cancer, or a record or history of cancer)
- MILITARY OR VETERAN STATUS
- NATIONAL ORIGIN (includes language restrictions and possession of a driver's license issued to undocumented immigrants)
- RACE (includes hair texture and hairstyles)
- RELIGION (includes religious dress and grooming practices)
- REPRODUCTIVE HEALTH DECISIONMAKING
- SEX/GENDER (includes pregnancy, childbirth, breastfeeding and/or related medical conditions)
- SEXUAL ORIENTATION

CALIFORNIA LAW PROHIBITS WORKPLACE DISCRIMINATION & HARASSMENT



Civil Rights
Department
STATE OF CALIFORNIA

THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT AND ITS IMPLEMENTING REGULATIONS PROTECT CIVIL RIGHTS AT WORK.

HARASSMENT

1. The law prohibits harassment of employees, applicants, unpaid interns, volunteers, and independent contractors by any person. This includes a prohibition against harassment based on any characteristic listed above, such as sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, breastfeeding, and/or related medical conditions.
2. All employers are required to take reasonable steps to prevent all forms of harassment, as well as provide information to each of their employees on the nature, illegality, and legal remedies that apply to sexual harassment.
3. Employers with 5 or more employees and public employers must train their employees regarding the prevention of sexual harassment, including harassment based on gender identity, gender expression, and sexual orientation.

DISCRIMINATION/REASONABLE ACCOMODATIONS

1. California law prohibits employers with 5 or more employees and public employers from discriminating based on any protected characteristic listed above when making decisions about hiring, promotion, pay, benefits, terms of employment, layoffs, and other aspects of employment.
2. Employers cannot limit or prohibit the use of any language in any workplace unless justified by business necessity. The employer must notify employees of the language restriction and consequences for violation.
3. Employers cannot discriminate against an applicant or employee because they possess a California driver's license or ID issued to an undocumented person.
4. Employers must reasonably accommodate the religious beliefs and practices of an employee, unpaid intern, or job applicant, including the wearing or carrying of religious clothing, jewelry or artifacts, and hair styles, facial hair, or body hair, which are part of an individual's observance of their religious beliefs.
5. Employers must reasonably accommodate an employee or job applicant with a disability to enable them to perform the essential functions of a job.

ADDITIONAL PROTECTIONS

1. The law provides specific protections and hiring procedures for people with criminal histories who are looking for employment.
2. Employers with 5 or more employees and public employers must provide up to 12 weeks of job-protected leave to eligible employees: to care for themselves, a family member (child of any age, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild, sibling) or a designated person (with a blood or family-like relationship to employee); to bond with a new child; or for certain military exigencies.

3. Employers must provide job-protected leave of up to 4 months to employees disabled because of pregnancy, childbirth, or a related medical condition, as well as require employers to reasonably accommodate an employee, on the advice of their health care provider, related to their pregnancy, childbirth, or a related medical condition.
4. Employers, employment agencies, and unions must preserve applications, personnel records, and employment referral records for a minimum of four years.
5. Employment agencies must serve all applicants equally, refuse discriminatory job orders, and prohibit employers and employment agencies from making discriminatory pre-hiring inquiries or publishing help-wanted advertisements that express a discriminatory hiring preference.
6. Unions cannot discriminate in member admissions or dispatching members to jobs.
7. The law prohibits retaliation against a person who opposes, reports, or assists another person to oppose unlawful discrimination, including filing an internal complaint or a complaint with CRD.

REMEDIES/FILING A COMPLAINT

1. The law provides remedies for individuals who experience prohibited discrimination, harassment, or retaliation in the workplace. These remedies can include hiring, front pay, back pay, promotion, reinstatement, cease-and-desist orders, expert witness fees, reasonable attorney's fees and costs, punitive damages, and emotional distress damages.
2. If you believe you have experienced discrimination, harassment, or retaliation, you may file a complaint with CRD. Independent contractors and volunteers: If you believe you have been harassed, you may file a complaint with CRD.
3. Complaints must be filed within three years of the last act of discrimination/harassment/retaliation. For those who are under the age of eighteen, complaints must be filed within three years after the last act of discrimination/harassment/retaliation or one year after their eighteenth birthday, whichever is later.

If you have been subjected to discrimination, harassment, or retaliation at work, file a complaint with the Civil Rights Department (CRD).

TO FILE A COMPLAINT

Civil Rights Department
calcivilrights.ca.gov/complaintprocess
Toll Free: 800.884.1684 / TTY: 800.700.2320
California Relay Service (711)

Have a disability that requires a reasonable accommodation?
CRD can assist you with your complaint.

The Fair Employment and Housing Act is codified at Government Code sections 12900 - 12999. The regulations implementing the Act are at Code of Regulations, title 2, division 4.1.

Government Code section 12950 and California Code of Regulations, title 2, section 11023, require all employers to post this document. It must be conspicuously posted in hiring offices, on employee bulletin boards, in employment agency waiting rooms, union halls, and other places employees gather. Any employer whose workforce at any facility or establishment consists of more than 10% of non-English speaking persons must also post this notice in the appropriate language or languages.



Civil Rights
Department
STATE OF CALIFORNIA

LA LEY DE CALIFORNIA PROHÍBE LA DISCRIMINACIÓN Y EL ACOSO EN EL LUGAR DE TRABAJO

El Departamento de Derechos Civiles de California (California Civil Rights Department, CRD) hace cumplir las leyes de protección contra la discriminación y el acoso ilegales en el empleo por motivos de estas características, sean reales o percibidas:

- ASCENDENCIA
- EDAD (más de 40 años)
- COLOR
- DISCAPACIDAD (física, del desarrollo, de salud mental/psiquiátrica, VIH y SIDA)
- INFORMACIÓN GENÉTICA
- EXPRESIÓN DE GÉNERO
- IDENTIDAD DE GÉNERO
- ESTADO CIVIL
- CONDICIÓN MÉDICA (características genéticas, cáncer o antecedentes de cáncer)
- ESTADO MILITAR O VETERANO
- PAÍS DE ORIGEN (incluye restricciones de idioma y tenencia de una licencia de conducir emitida a inmigrantes indocumentados)
- RAZA (incluye la textura del pelo y los peinados)
- RELIGIÓN (incluye la vestimenta religiosa y las prácticas de aseo personal)
- TOMA DE DECISIONES SOBRE SALUD REPRODUCTIVA
- SEXO/GÉNERO (incluyendo el embarazo, el nacimiento, la lactancia o las condiciones médicas relacionadas)
- ORIENTACIÓN SEXUAL



LA LEY DE IGUALDAD EN EL EMPLEO Y LA VIVIENDA DE CALIFORNIA Y SUS REGLAMENTACIONES PARA LA APLICACIÓN PROTEGEN LOS DERECHOS CIVILES EN EL TRABAJO.

ACOSO

1. La ley prohíbe el acoso de empleados, candidatos, pasantes no pagados, voluntarios y contratistas independientes por parte de cualquier persona. Esto incluye la prohibición contra el acoso por cualquiera de las características indicadas arriba, como el acoso sexual; acoso basado en el sexo y acoso por embarazo, por parto, por amamantar o por condiciones médicas relacionadas.
2. Exige que todos los empleadores tomen medidas razonables para prevenir todas las formas de acoso y den información a los empleados sobre la naturaleza, la ilegalidad y los recursos legales si existe acoso sexual.
3. Los empleadores con 5 o más empleados y los empleadores públicos deben capacitar a sus empleados sobre la prevención del acoso sexual, incluyendo el acoso basado en identidad de género, expresión y orientación sexuales.

DISCRIMINACIÓN/ADAPTACIÓN RAZONABLE

1. La ley de California prohíbe a los empleadores con 5 o más empleados y los empleadores públicos que discriminen por cualquier característica protegida indicada arriba cuando se toman decisiones sobre la contratación, el ascenso, el pago, los beneficios, los términos del empleo, las suspensiones de empleo y otros aspectos del empleo.
2. Los empleadores no pueden limitar o impedir el uso de cualquier idioma en cualquier lugar de trabajo, a menos que una necesidad de la empresa lo justifique. El empleador debe avisar a los empleados de la restricción de idiomas y las consecuencias del incumplimiento.
3. Los empleadores no pueden discriminar a un candidato o empleado porque tienen una licencia de conducir o una identificación emitida a una persona indocumentada.
4. Los empleadores deben adaptarse razonablemente a las creencias y prácticas religiosas de un empleado, pasante no pagado o candidato al empleo, incluyendo el uso de ropa, joyas o accesorios religiosos y peinados, vello facial o corporal, que son parte de la observancia religiosa de la persona.
5. Los empleadores deben adaptarse razonablemente a los empleados o candidatos a un empleo con discapacidades, para que puedan cumplir las funciones esenciales del trabajo.

PROTECCIONES ADICIONALES

1. La ley ofrece protecciones y procedimientos de contratación específicos para personas con antecedentes penales que buscan empleo.
2. Los empleadores con 5 o más empleados y los empleadores públicos deben ofrecer hasta 12 semanas de licencia laboral protegida a los empleados elegibles: para cuidarse, cuidar a un familiar (niño de cualquier edad, cónyuge, pareja de hecho, padres, suegros, abuelos, nietos, hermanos) o una persona designada (con una relación consanguínea o similar a la de una familia con el empleado); para vincularse con un nuevo niño; o por exigencias militares.

3. Los empleadores deben ofrecer una licencia laboral protegida de hasta 4 meses a las empleadas incapacitadas por embarazo, parto o condiciones médicas relacionadas y se les exige a los empleadores que se adapten razonablemente a las empleadas, según las recomendaciones de sus proveedores de atención médica, relacionadas con el embarazo, el parto o las condiciones médicas relacionadas.
4. Los empleadores, las agencias de empleo y los sindicatos de trabajo deben conservar las solicitudes, los expedientes del personal y registros de referencias de empleo durante un mínimo de cuatro años.
5. Las agencias de empleo deben atender a todos los candidatos por igual, rechazar las órdenes de trabajo discriminatorias y prohibir a los empleadores y las agencias de empleo hacer preguntas discriminatorias antes de la contratación o publicar anuncios de empleo que expresen preferencias de contratación discriminatorias.
6. Los sindicatos no pueden discriminar en el ingreso o el envío de miembros a los puestos de trabajo.
7. La ley prohíbe las represalias contra una persona que se opone, se queja o ayuda a otra a oponerse a la discriminación ilegal, incluyendo presentar una queja interna o una queja con el CRD.

RECURSOS/PRESENTACIÓN DE QUEJAS

1. La ley presta recursos a las personas que sufren discriminación, acoso o represalias prohibidos en el lugar de trabajo. Estos recursos pueden incluir la contratación, los pagos por adelantado, los pagos atrasados, el ascenso, la reincorporación, las órdenes de cese, los cargos de testigos, los cargos y costos razonables de abogados, los daños punitivos y los daños por angustia emocional.
2. Si cree que ha sufrido discriminación, acoso o represalias, puede presentar una queja ante el CRD. Contratistas independientes y voluntarios: Si cree que lo han acosado, puede presentar una queja ante el CRD.
3. Las quejas deben presentarse dentro de un período de tres años desde el último acto de discriminación/acoso/represalia. En el caso de los menores de dieciocho años, las quejas deben presentarse dentro de los tres años después del último acto de discriminación/acoso/represalia o un año después de que cumplan dieciocho años, lo último que ocurra.

Si sufrió discriminación, acoso o represalias en el trabajo, presente una queja ante el Departamento de Derechos Civiles (CRD).

PARA PRESENTAR UNA QUEJA

Departamento de Derechos Civiles
calcivilrights.ca.gov/complaintprocess
Línea gratis: 800.884.1684 / TTY: 800.700.2320
Servicio de Retransmisión de California (711)

¿Tiene una discapacidad que requiere adaptaciones razonables? CRD puede ayudarlo a presentar una queja.

La Ley de Igualdad en el Empleo y la Vivienda está codificada en las secciones 12900-12999 del Código de Gobierno. Las reglamentaciones para la implementación de la ley están en el Código de Regulaciones, título 2, división 4.1.

El artículo 12950 del Código de Gobierno y el artículo 11023, título 2, del Código de Regulaciones de California requieren que todos los empleadores publiquen este documento. Debe estar publicado de manera visible en oficinas de contratación, tableros de anuncios para empleados, salas de espera de agencias de empleo, centros sindicales y otros lugares de reunión de los empleados. Si más del 10 % del personal de cualquier instalación o establecimiento de un empleador no habla inglés, también se debe publicar este aviso en los idiomas adecuados.

State of California
Department of Industrial Relations
Division of Labor Standards Enforcement

PAYDAY NOTICE

REGULAR PAYDAYS FOR EMPLOYEES OF _____
(FIRM NAME)

_____ SHALL BE AS FOLLOWS:

THIS IS IN ACCORDANCE WITH SECTIONS 204, 204A, 204B, 205, AND 205.5
OF THE CALIFORNIA LABOR CODE

BY _____

TITLE _____

DLSE 8 (REV. 06-02)

PLEASE POST

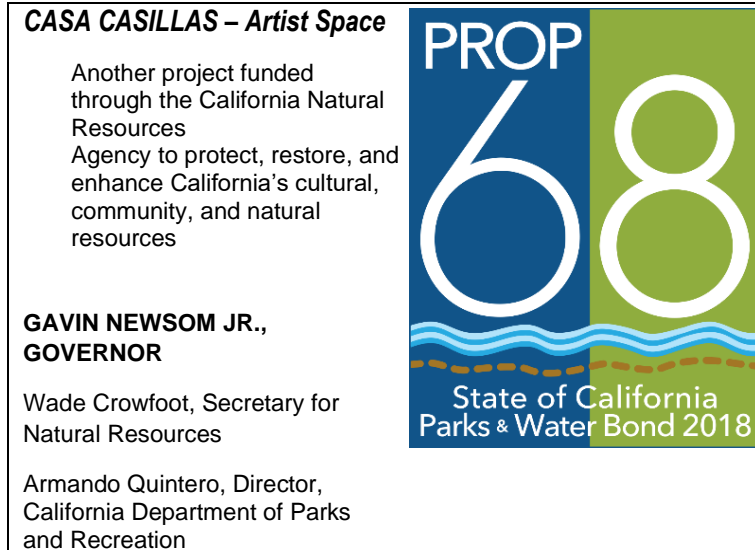
APPENDIX G

PROP 68 SIGN

CASA CASILLAS – ARTIST SPACE

CIP # GGV-0262

The following is the required sign. It is 32" High and 54" Wide.



APPENDIX H

BYRD ANTI-LOBBYING FORM

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX I

CITY APPROVED BIOLOGIST LIST

**City of Chula Vista
Qualified Environmental Consultants**

BIOLOGY

1. AMEC Earth & Environmental, Inc.
9210 Sky Park Court, Suite 200
San Diego, CA 92123
858-300-4300
Alex Higgins, Marketing Manager
Alex.Higgins@amec.com

2. ECORP Consulting, Inc
3914 Murphy Canyon Road, Suite A206
San Diego, CA 92123
858-279-4040
Margret Bornyasz, Principal
Mbornyasz@ecorpconsulting.com

3. Chambers Group, Inc.
17671 Cowan Avenue, Suite 100
Irvine, CA 92614
949-261-5414
marketing@chambersgroupinc.com

4. Dudek & Associates, Inc.
605 Third Street
Encinitas, Ca 92024
760-942-5147
Brian Grover (bgrover@dudek.com – 760-479-4248).

5. AECOM
1420 Kettner Blvd., Suite 500
San Diego, CA 92101
619-233-1454
Michael Kincaid, Marketing Manager
michael.kincaid@aecom.com

6. Foothill Associates
140 Yellow stone drive, Suite 100
Chico, CA 95973
530-893-6700

7. HDR Engineering, Inc.
8690 Balboa Avenue, Suite 200
San Diego, CA 92123-1502
858-712-8400
Barbara Nissan, Director, Environmental Sciences
Barbara.nissan@hdrinc.com

8. HELIX Environmental Planning, Inc.
7578 El Cajon Blvd. Suite 200
La Mesa, CA 91942
619-462-1515
Tom Huffman, Manager Bio. Services Division
TomH@helixepi.com

9. Kimley-Horn and Associates, Inc.
401 B st
San Diego, CA 92101
619-234-9411
Jim Roberts, Senior Vice President
Jim.Roberts@kimley-horn.com

10. LSA Associates, Inc.
Chris Moore, AICP, ENV SP | Senior Environmental Planner
LSA | 703 Palomar Airport Road, Suite 260
Carlsbad, CA 92011
Chris.Moore@lsa.net

11. Marquez & Associates Biological Consultants
505 North Willowspring Drive
Encinitas, CA 92024
760-633-3066
Viviane Marquez, Principal Biologist
vjmarquez@sbcglobal.net

12. Merkel & Associates, Inc.
5434 Ruffin Road
San Diego, CA 92123
858-560-5465
Keith W. Merkel, Principal Consultant
associates@merkelinc.com
13. Michael Brandman Associates
220 Commerce Center, Suite 200
Irvine, CA 92602
714-508-4100
Daphne Ott-De Vries, Project Manager
dottdevries@brandman.com
14. ICF
9775 Businesspark Avenue
San Diego, CA 92131-1120
858-578-8964
Jamie Coppola, Marketing Manager
jamie.coppola@icfi.com
15. Pacific Municipal Consultants
2729 Prospect Park Drive
Rancho Cordova, CA 95670
858-453-3602
Gary Wayne, Project Director
gwayne@pmcworld.com
pangell@pmcworld.com
16. Pacific Southwest Biological Services, Inc.
P.O. Box 985
National City, CA 91951-0985
619-477-5333
Mitchel Beauchamp, President
bio@psbs.com
17. PCR Services Corporation
One Venture, Suite 150
Irvine, CA 92618
949-753-7001 – Stefanie Ruiz, Associate Marketing Manager
Jay Ziff, Principal, 310-451-4488 Santa Monica office
j.ziff@pcrnet.com

18. RC Biological Consulting
4215 Spring St, Suite 321
La Mesa, CA 91941
619-463-1072, cell: 619-855-1578
Robin Church, Principal
Robin@rcbio.com
19. RECON Environmental, Inc.
1927 Fifth Avenue
San Diego, CA 92101
619-308-9333
Bobbi Herdes
bherdes@recon-us.com
20. RESCOM Environmental Services
3344 Jackson Road
Kingsley, MI 49649
231-409-2563
Joe Lee, Project Manager
Joe.lee@rescom.org
21. Tierra Environmental Services
9915 Businesspark Avenue, Suite C
San Diego, CA 92131-1120
858-578-9064
Dr. Michael Baksh, President
Tierraenv@aol.com
22. Wildlife Research Institute, Inc.
P.O. Box 2209
18030 Highland Valley Rd.
Ramona, CA 92065
Dave Bittner, Executive Director
760-789-3992 (Main)
Dbittner@wildlife-research.org
23. Vincent N. Scheidt, Biological Consultant
3158 Occidental Street
San Diego, CA 92122
858-457-3873
vince@san.rr.com

24. AES/Mooney Planning
427 C Street, Suite 407
San Diego, CA 92101
www.analyticalcorp.com
25. REC
2442 Second Avenue
San Diego, CA 92101
(619) 232-9200
Hannah@rec-consultants.com
26. Cardno Tech (added 12/2/13)
514 Via de la Valle, Suite 308
Solana Beach, CA 92075
858.509.3157
www.cardnotec.com
Scott Barker
27. VHBC, Incorporated (added 12/05/13)
6895 Ironwood Drive
Riverside, CA 92506
(951) 789-1015
vhbcinc@earthlink.net
Victor Horchar, Director (Botanist)
Biologists & compliance specialists
28. URS Corporation (added 4/21/14)
Patrick J. Mock, PhD
Senior Project Manager / Principal Scientist
URS Corporation
4225 Executive Square, Suite 1600
La Jolla, CA 92037
858-812-9292 x 1535
619-888-6159 cell
858-812-9293 fax
patrick.mock@urs.com
29. TRC (added June 2014)
Chris Moore
4393 Viewridge Ave., Suite A, San Diego, CA 92123
T: 858.505.8881, ext. 4928 | M: 858.414.7363 | F: 858.505.9515
30. *Christina Schaefer* . MLA (added 4/27/15)
619-991-8968. <schaeferecology@cox.net>
Schaefer Ecological Solutions

31. Kissinger Environmental Consulting (8/15)
5700 Baltimore Dr. Ste 53
La Mesa CA 91942
happydeb@gmail.com
32. Cardno Tech (added 12/2/13)
514 Via de la Valle, Suite 308
Solana Beach, CA 92075
858.509.3157
www.cardnotec.com
Scott Barker
33. **Rocks Biological Consulting (3/1/16)**
2621 Denver Street, Suite B
San Diego, CA 92110-3300
Main: 619.701.6798
Direct/Mobile: 619.843.6560
34. Blue Consulting
P.O. Box 501115
San Diego, CA 92150
Mike@blueconsulting.com
35. **ESA | Southern California**
550 West C Street, Suite 750
San Diego, CA 92101
619.719.4200 main | 619.719.4201 fax
619.719.4217 direct | 619.318.6193 cell
lcavallaro@esassoc.com | www.esassoc.com (1.17.18)
36. Michael Baker and Associates
Eddie Torres
5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707
T. 949.472.3505
egtorres@mbakerintl.com (2.7.19)
37. Brown and Caldwell (Added 7-24-19)
Eileen Wiegele
450 B Street, Suite 1500
San Diego, CA 92101
T. 858.571.6767
ewiegele@brwncald.com