BID DOCUMENTS

FOR: San Dieguito Lagoon Trailside Open Air Classroom (Phase 2B)

Project Overview

Overall Project: The Trailside Open Air Classroom project will be located on a slope overlooking the San Dieguito Lagoon between two trails, one below and one above the project. The project is a tiered, shaded seating area with access paths and a landscaped “dry arroyo” feature that will function as a drainage swale. The project footprint for the “classroom” is approximately 6,500 square feet. The first phase of the project, site preparation, rough grading, trail relocation and some boulder placement, was completed in March 15, 2013. The second phase, the concrete bench seating, fine grading, pathways and structural columns for the shade structure, is currently underway.

Phase 2B of this project is the subject of this Invitation to Bid. Phase 2B consists of furnishing and installing a cor-ten steel shade structure, including perforated stainless steel panels (which will provide the “shade”).

STATE PREVAILING WAGES APPLY ON THIS JOB.

THIS PAGE AND COVER TO BE SUBMITTED AS PART OF THE "BIDDING DOCUMENTS"
### THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SIGNED, AS REQUIRED, PRIOR TO BID OPENING

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidding Documents</td>
<td>B-1 thru B-3 &amp; Cover</td>
</tr>
<tr>
<td>Proposal</td>
<td>B-4, 5</td>
</tr>
<tr>
<td>Equal Opportunity Agreement</td>
<td>B-6</td>
</tr>
<tr>
<td>Subcontractor List</td>
<td>B7</td>
</tr>
<tr>
<td>Vendor List</td>
<td>B8</td>
</tr>
</tbody>
</table>

### THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SIGNED AFTER APPROVAL OF AWARD OF CONTRACT AND PRIOR TO NOTICE TO PROCEED

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Forms, Insurance, Bonds</td>
<td>C-1</td>
</tr>
<tr>
<td>Contractor Certification - Drug-Free Workplace</td>
<td>C-6</td>
</tr>
<tr>
<td>Contractor Certification - American Disabilities Act</td>
<td>C-7</td>
</tr>
</tbody>
</table>

### THE FOLLOWING DOCUMENT(S) MUST BE COMPLETED, SIGNED AND SUBMITTED PRIOR TO ACCEPTANCE OF PROJECT BY JPA

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affidavit of Disposal</td>
<td>E-1</td>
</tr>
</tbody>
</table>
TABLE OF CONTENTS
FOR
CONSTRUCTION DOCUMENTS

SECTION A

Notice Inviting Bids .................................................................................................................... A-1
Instructions to Bidders .................................................................................................................. A-2

PART I - SPECIAL PROVISIONS – GENERAL .................................................................. SP-1

PART II - SPECIAL PROVISIONS – TECHNICAL ......................................................... SP-5

SECTION B

BIDDING DOCUMENTS

Proposal ......................................................................................................................................... B-4,5
Equal Opportunity Agreement ....................................................................................................... B-6
Subcontractor List ....................................................................................................................... B-7
Vendor List .................................................................................................................................... B-8

Contractor Certification For Drug-Free Workplace ................................................................. C-6
Contractor Certification For American Disabilities Act .......................................................... C-7
AFFIDAVIT OF LEGAL DISPOSAL .................................................................................... E-1
SAN DIEGUITO RIVER PARK JOINT POWERS AUTHORITY, CALIFORNIA

NOTICE INVITING BIDS

DATE OF NOTICE: Friday November 15, 2013

PRE-BID MEETING: Monday, November 25, 2013

BIDS DUE: Thursday, December 5, 2013

Sealed bids will be received at the office of the San Dieguito River Park Joint Powers Authority (JPA), 18372 Sycamore Creek Road, Escondido, CA 92025 or by email to Susan Carter at susan@sdrp.org until **12:00 o'clock noon., on the 5th day of December, 2013**, for performing work as follows:

CONSTRUCTION OF **SAN DIEGUITO LAGOON TRAILSIDE OPEN AIR CLASSROOM PHASE 2B**—in accordance with these Special Provisions and Drawing(s)

There will be a pre-bid meeting at the building site on Monday, November 25th at 2 pm. The meeting is not mandatory, but attendance is strongly encouraged. The owner’s representative will be on hand to answer questions from prospective bidders. Prospective bidders, including prime and subcontractors, are encouraged to attend. Directions: South on San Andres Drive (off Via de la Valle) and turn into the construction entrance on the east side of the road, just south of the California Bank & Trust building. Park in the parking area and we will walk to the site.

Bids will be publicly opened and announced at the JPA Office at 18372 Sycamore Creek Road at **12:00 Noon on Thursday, December 5, 2013**.

Plans and bid documents are available via email from Susan Carter at susan@sdrp.org.

Award of this contract is subject to the San Dieguito River Park JPA Board of Directors authorization of the JPA’s Executive Director to award. Anticipated award date is **December 13, 2013**.

The successful bidder shall furnish a payment bond and performance bond. The Contractor shall possess a **Class A or B license** in good standing at the time this contract is awarded.
INSTRUCTIONS TO BIDDERS

The Project Manager is the officer responsible for opening, examining and declaring of competitive bids submitted to the JPA for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. The Project Manager is also the person to whom questions concerning the bidding process, questions relating to the construction, such as materials, equipment, construction methods, etc., should be addressed. The Project Manager for this project is SUSAN CARTER.

The preferred method of contact is e-mail. The e-mail address is SUSAN@SDRP.ORG or fax to (858) 674-2280. Her telephone number is (858) 674-2275 x 11.

A. AVAILABILITY OF PLANS AND SPECIFICATIONS:

Plans and specifications will be emailed to prospective bidders, and available at www.sdrp.org.

Addenda, if required, will be issued to correct errors, omissions or points requiring clarification in these plans and specifications that came to the attention of the JPA prior to the opening of bids. It is the Bidder's responsibility to become informed of any addenda that have been issued, and to include all such information in its bid. Said addenda shall be made a part of the contract documents.

B. ELIGIBLE BIDDERS:

No person, firm or corporation shall be allowed to make, file or be interested in more than one (1) bid for the same work unless alternate bids are called for. A person, firm or corporation who has submitted a subproposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a subproposal or quoting prices to other bidders or from submitting a bid in its own behalf.

C. SAN DIEGO BUSINESS TAX CERTIFICATE:

All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated will be required to secure the appropriate certificate from the City Treasurer, Development Services Building, Community Concourse, before a contract can be executed.

D. PROPOSAL FORMS:

Bids shall be made only upon the Bidding Documents attached to and forming a part of the specifications. The signature of each person signing shall be in longhand. **Bidders must complete and submit all pages in the "Bidding Documents" section (all "B" pages and Cover Sheet) as their bid proposal.** Bidders must retain for their reference all portions of the Contract Documents (Plans and Specifications) that are not required to be submitted with their Bid Proposal. Such retained portions shall be deemed to be incorporated by reference in the Bid Proposal. Please keep a copy of your proposal.

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto, and must be initialed in ink by the person or persons signing the bid. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for.

The JPA may require any bidder to furnish a statement of bidder's experience, financial responsibility, technical ability, equipment and references. This information would be used to determine if a bidder is a responsible bidder. The contract will be awarded to the lowest responsible bidder.
Unless authorized elsewhere that emailed proposals are acceptable, bids shall be enclosed in a sealed envelope and shall bear the title of the work and name of the bidder and the appropriate State Contractor's License designation which bidder holds.

Bids may be withdrawn by the bidder prior to, but not after, the time fixed for opening of bids.

E. **BIDDERS' GUARANTEE OF GOOD FAITH:**

A Bid Bond or other bid guarantee is not required for this project.

F. **AWARD OF CONTRACT OR REJECTION OF BIDS:**

1. The contract may be recommended for award to the lowest responsible bidder under the bid schedule or schedules of the proposal, complying with these and with all other Contract Documents. Failure to submit a bid on any schedule and/or additive or deductive alternate shall be considered a non-responsive bid. The JPA reserves the right to reject any or all bids, and to waive any informality or technicality in bids received and any requirements of these specifications as to bidding procedure.

2. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the JPA from the bidder within three (3) working days after the opening of bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the bid.

3. The San Dieguito River Park Joint Powers Authority will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical disability, marital status, sexual orientation, sex or age, in the award of contracts.

G. **BID RESULTS:**

Bid totals will be provided upon request. Itemized bid results will not be made available.

H. **THE CONTRACT:**

The bidder shall guarantee the Total Bid Price for a period of FORTY-FIVE (45) calendar days from the date of bid opening to award of contract by JPA Board action, excluding protest resolution and/or litigation.

The bidder to which award is recommended shall execute a written contract with the San Dieguito River Park Joint Powers Authority and furnish good and approved bonds and insurance certificates specified by the JPA within five (5) calendar days after JPA's mailing to bidder a form of contract for execution, unless an extension of time is granted to the bidder in writing. The contract shall be made in the form adopted by the JPA, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the JPA for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder. If the bidder to whom the award is recommended fails to enter into the contract as herein provided, the award recommendation may be annulled and the bidder's Guarantee of Good Faith, if any, may be subject to forfeiture. Award may then be recommended to the next lowest responsible bidder who shall fulfill every stipulation embraced herein as if that bidder were the party to which the first opportunity was presented. A corporation to which an award is recommended shall furnish evidence of its corporate existence and evidence
CONSTRUCTION COMPANY NAME: ________________________________

that the officer signing the contract and bonds for the corporation is duly authorized to do so.

I.  
   a. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK:

   The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal forms. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and scope of work to be performed; the quantities of materials to be furnished; and as to the requirements of the proposal, plans and specifications.

   b. EXAMINATION OF SUBSURFACE CONDITIONS:

   A soils report will be provided if requested. Any soils investigations referenced have been made for design purposes only, and are not a part of the Contract Documents.

   c. CHANGED CONDITIONS:

   If the Resident Engineer determines that the conditions are changed conditions and that they will materially affect costs, a Change Order or Field Order will be issued adjusting the compensation for such portion of the Work. Work agreed to and paid for by Field Order will not require the issuance of any other supplemental agreement.

J.   DRUG-FREE WORKPLACE

   1. Definitions:

   "Drug-free workplace" means a site for the performance of work done in connection with a contract let by San Dieguito River Park Joint Powers Authority for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

   "Employee" means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section 2, "JPA Contractor Requirements."

   "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

   "Contractor" means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

   2. JPA Contractor Requirements:

   Every person or organization awarded a contract or grant by the San Dieguito River Park Joint Powers Authority for the provision of services shall certify to the JPA that it will provide a drug-free workplace by doing all of the following:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or
organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:
   1) The dangers of drug abuse in the workplace.
   2) The person's or organization's policy of maintaining a drug-free workplace.
   3) Any available drug counseling, rehabilitation, and employee assistance programs.
   4) The penalties that may be imposed upon employees for drug abuse violations.

c. Posting the statement required by subdivision (a) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.

Contractors shall include in each subcontract agreement language that indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

K. AMERICANS WITH DISABILITIES ACT (ADA):

1. Definitions:

   "Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

   "Employee" means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section 2, "JPA Contractor Requirements."

   "Contractor" means any person or entity who enters into an agreement with the JPA for the construction of capital improvements or the provision of goods or services. Contractor shall include, but not be limited to consultants, grantees, lessees and vendors.

2. JPA Contractor Requirements

   Every person or organization entering into a contractual agreement with or receiving a grant from the San Dieguito River Park Joint Powers Authority shall certify to the San Dieguito River Park Joint Powers Authority that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.

   a. No Contractor may discriminate against qualified persons with disabilities in any
aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

b. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by Contractors or Subcontractors providing services for the JPA.

c. Post a statement addressing the requirements of the ADA in a prominent place at the worksite.

Contractors shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. Contractors and Subcontractors shall be individually responsible for their own ADA employment programs.

L. REFERENCE SPECIFICATIONS AND OTHER DOCUMENTS:

Except as otherwise noted or specified, the work shall be done in accordance with the following Reference Specifications which are on file at the JPA Office:

1. STANDARD SPECIFICATION

   And as listed on the detailed plans and specifications.

2. STANDARD DRAWINGS

   City of San Diego Regional Standard Drawings, current edition
   And as listed on the detailed plans and specifications.

3. SOILS REPORT, PREPARED BY NINYO & MOORE, MARCH 2013

4. EROSION CONTROL PLAN, PROJECT DESIGN CONSULTANTS

5. EQUAL OPPORTUNITY PROGRAM REQUIREMENTS


NOTE: The Standard Federal Equal Employment Opportunity Contract Specifications and The Equal Opportunity Clause are available at the City Publications Center, Development Services Department, on the Third floor of the City Operations Building, 1222 First Avenue, San Diego, CA 92101. For information call (619) 446-5100.

M. CONTRACT BONDS:

The Contractor shall provide the following bonds if the bid price is over $100,000:
Contracts over $100,000 or where submitted on optional basis:

1. A "Payment Bond" (Material and Labor Bond) for not less than fifty percent (50%) of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed on the work. The bond shall be maintained by the Contractor in full force and effect until the work is accepted by the JPA and until all claims for materials and labor are paid, and shall otherwise comply with the Government Code and Public Contract Code.

2. A "Faithful Performance Bond" for one hundred percent (100%) of the contract price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the JPA, and that all materials and workmanship will be free from original or developed defects.

N. ENERGY POLICY AND CONSERVATION ACT:

This contract recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163) as set forth in Division 15 of the Public Resources Code of the State of California.

O. DISPUTE RESOLUTION PROCESS:

a. MANDATORY NON-BINDING MEDIATION:

If a dispute arises out of, or relates to this contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association and/or any other neutral organization agreed upon before having recourse in a court of law.

b. MANDATORY MEDIATION COSTS:

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

c. SELECTION OF MEDIATOR:

A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the American Arbitration Association (AAA) or any other agreed upon mediator. To initiate mediation, the initiating party shall serve a Request for Mediation on the opposing party. If the mediator is selected from a list provided by AAA, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees; a copy of requested mediators marked in preference order, and, a preference for available dates.

If AAA is selected to coordinate the mediation (Administrator), within ten (10) working days from the receipt of the initiating party’s Request for Mediation, the opposing party shall file the following: a copy of the list of the preferred Mediators listed in preference order, after striking any Mediators to which they have any factual

A-7
CONSTRUCTION COMPANY NAME: ________________________________

objection, and a preference for available dates. If the parties agree not to use AAA, then a mutually agreed upon mediator, date and place for the mediation shall be agreed upon.

The Administrator will appoint or the parties shall agree upon the highest, mutually preferred, Mediator from the individual parties' lists who is available to serve within the designated time frames.

d. **CONDUCT OF MEDIATION SESSIONS:**

Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the party's legal position. The parties may agree to exchange any information they deem necessary.

Both parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either party may have attorney(s), witnesses or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

Any resultant agreements from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

e. **DISPUTE RESOLUTION BOARD:**

If mediation is unsuccessful in settling the dispute and if both parties agree, a non-mandatory dispute resolution board process may be used. The parties may impanel a Dispute Resolution Board (DRB) and the DRB process shall be conducted in accordance with the City of San Diego's Alternative Dispute Resolution Process, utilizing board members who are individuals who have expertise in construction. The selection process shall be administered by the American Arbitration Association, or any other such neutral organization selected by the JPA, hereinafter called the "Administrator". Claims made for $60,000 or less shall be heard by one (1) DRB member and claims for more than $60,000 shall be heard by three (3) DRB members.

To initiate the DRB procedures, the parties shall jointly execute and file a "Submission to Dispute Resolution Board Procedures" request with the Administrator. Upon receipt by the Administrator of the submission form, the Administrator shall furnish to the parties a list of individuals skilled in dispute resolution and having expertise in construction from which to select the Dispute Resolution Board. Within ten (10) working days from the date the list is sent to the parties, the parties shall return the list to the Administrator, striking any individuals to which the parties have any factual objections and numbering the remaining in preference order. The Administrator shall appoint the highest mutually preferred individuals to the DRB that are available to serve in the time frame designated above.

f. **DISPUTE RESOLUTION BOARD COSTS:**

The costs for all DRB hearings and proceedings, which includes those of either the one (1) person or three (3) person boards hearing the dispute, will be shared equally by both parties. Fees shall be jointly negotiated by both parties directly with the DRB Administrator.

g. **CONDUCT OF DISPUTE RESOLUTION BOARD HEARINGS:**
DRB hearings shall be informal and discovery shall not be permitted. The parties may agree to exchange any information they deem necessary. Each party shall have a maximum of two (2) hours for presentation, unless otherwise agreed upon. Outside experts, including attorneys, may address their specialty if the opposing party is notified in advance. Each party will be given full opportunity to present its views and supporting information, including documents, drawings, or other pertinent material. All such evidence and displays shall be considered confidential and shall be retained by the presenting party. Discussions or admissions during DRB discussions shall be considered as part of privileged settlement discussions, without prejudice to any party's legal position.

Any resultant agreements from a DRB Hearing shall be documented, in writing, by both parties. All DRB results and documentation, by themselves, shall be non-binding and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both parties. DRB members shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

Within ten (10) working days after the hearing, the DRB will make its recommendation, in writing, for resolution of the dispute to all parties. The DRB will strive for consensus and unanimity in its decision making. If such is unattainable, however, separate written recommendations may be made as majority or minority reports.

P. RIGHT TO AUDIT:

a. OWNER’S RIGHT:

The JPA retains the right to review and audit, and the reasonable right of access to Contractor’s and all Subcontractor’s premises to review and audit Contractor’s compliance with the provisions of this Contract [JPA’s Right]. The JPA’s Right includes the right to inspect and photocopy same, and to retain copies, outside of Contractor’s premises, of any and all records with appropriate safeguards, if such retention is deemed necessary by JPA in its sole discretion. This information shall be kept by the JPA in strictest confidence.

b. AUDIT:

The JPA’s Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the JPA determines is necessary to discover and verify that Contractor is in compliance with all requirements under this Contract.

c. COST AUDIT:

If there is a claim for additional compensation or for changes in Work, the JPA’s Right to Audit includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the JPA determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, anticipated to be incurred, or for which a claim for additional compensation or for changes in the Work have been submitted.

d. ACCOUNTING RECORDS:

Contractor shall maintain complete and accurate records in accordance with generally accepted accounting practices in the construction industry. The Contractor shall make available to the JPA for review and audit, all project related accounting records and documents, and any other financial data. Upon JPA’s request, the Contractor shall submit exact duplicates of originals of all requested records to the JPA.
e. **JPA’S RIGHT - BINDING ON SUBCONTRACTORS:**

The Contractor shall include JPA’s Right as described in this Section 6-11, in any and all of their subcontracts, and shall ensure that this Section 6-11 is binding upon all Subcontractors.

f. **COMPLIANCE REQUIRED BEFORE MEDIATION AND LITIGATION:**

A condition precedent to proceeding with mandatory mediation and further litigation provided for in this Section 6-11 is Contractor’s full compliance with the provisions of this Section 6-11 within sixty days of the date on which JPA mailed a written request to review and audit compliance.

Q. **LIABILITY INSURANCE:**

a. **POLICIES AND PROCEDURES:**

The Contractor shall not begin work under this contract until it has: a) obtained all policies required below; b) provided copies of each such policy to the JPA, c) obtained JPA approval of each company or companies as required by this Section, d) confirmed that all policies contain the specific provision required below.

Further, the Contractor shall not allow any Subcontractor to begin work on a subcontract until all insurance required of the Subcontractor has been obtained.

b. **TYPES OF INSURANCE:**

At all times during the term of this Contract, the Contractor shall maintain insurance coverages as required in this Section.

c. **COMPREHENSIVE GENERAL LIABILITY:**

For all of the Contractor’s operations, including contractual, property damage, completed operations, and independent Contractor’s liability, the Contractor shall keep in full force and effect, during any and all work on this project, all applicable insurance to personal injury, bodily injury and property damage, providing coverage to a combined single limit of Two Million dollars per occurrence, subject to an annual aggregate of Two Million dollars of general liability, completed operations and personal injury other than bodily injury. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. Contractual liability limitation endorsement is not acceptable.

d. **COMPREHENSIVE AUTOMOBILE LIABILITY:**

For all of the Contractor’s automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile insurance for bodily injury and property damage providing coverage to a combined single limit of One Million dollars per occurrence. Insurance certificate shall reflect coverage for any automobile ("any auto").

e. **WORKER’S COMPENSATION LIABILITY:**
For all of the Contractor’s employees who are subject to this Contract and to the extent required by the State of California, the Contractor shall keep in full force and effect a workers compensation policy. That policy shall provide a minimum of $1 million of employer’s liability coverage, and Contractor shall provide and endorsement that the insurer waives the right of subrogation against the JPA and its respective elected officials, officers, employees, agents and representatives.

f. **RATING REQUIREMENTS:**

All insurance required by express provision of this Contract shall be carried only by responsible insurance companies that have been given at least an "A,V" rating by AM BEST, that are licensed to do business in the State of California, and that have been approved by the JPA.

g. **DEDUCTIBLES:**

All deductibles on any policy shall be the responsibility of the Contractor.

h. **SPECIFIC PROVISIONS REQUIRED:**

Each policy required under this section shall expressly provide, and an endorsement shall be submitted to the JPA, as described below.

i. **ADDITIONAL INSURED:**

Both the San Dieguito River Park Joint Powers Authority, the City of San Diego, Southern California Edison and their respective elected officials, officers, employees, agents and representatives shall be named as additional insureds, on additional insured endorsement form CG 20 10 or equivalent (form CG 20 09 is unacceptable).

j. **POLICIES:**

The policies are primary and contributing to any insurance that may be carried by the JPA, as reflected in an endorsement which shall be submitted to the JPA.

k. **CHANGES TO POLICY:**

The policies cannot be canceled, non renewed or materially changed except after 30 calendar days prior written notice by the insurer to the JPA by certified mail, as reflected in an endorsement which shall be submitted to the JPA,

l. **CERTIFICATES OF INSURANCE AND ENDORSEMENTS:**

Before performing any work, the Contractor shall provide the JPA with copies of all Certificates of Insurance accompanied by all endorsements.

m. **AGGREGATE LIMITS OF INSURANCE:**

The aggregate limits of insurance shall be per project as reflected on endorsement form CG 25 04 which shall be submitted to the JPA.

n. **POLICY REQUIREMENTS:**
Contractor shall ensure that on policies required under this Section, the San Dieguito River Park Joint Powers Authority and the City of San Diego and their respective elected officials, officers, employees, agents and representatives shall be named as additional insureds.

o. SURPLUS LINES:

A policy by a Surplus Lines insurer is presumptively invalid unless accompanied by:

1. A document specifically naming the San Dieguito River Park Joint Powers Authority as additional insured.

2. A Service of Suit. This document states that the company agrees to be sued in California on any issue arising out of this contract.

3. A cut-through endorsement to an admitted company.

4. A statement regarding why your company could not be placed with an admitted insurer (Cal. Ins. Code Section 1763 [West 1993]).

5. An insurance certificate which names the surplus lines broker (Cal. Ins. Code Section 1764 [West 1993]).

R. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Contractor agrees to defend, indemnify, protect and hold JPA, the City of San Diego, Southern California Edison and their agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Contractor's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Contractor, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the JPA, its agents, officers or employees.

S. CONFLICT OF INTEREST:

Contractor shall establish and make known to its employees appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from Subcontractors or potential Subcontractors.
PART 1 - SPECIAL PROVISIONS - GENERAL

A. AWARD AND EXECUTION OF CONTRACT

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The lowest responsible bid is based on the Total Baseline Bid (without additive alternatives) and will be determined by the Board of Directors of the San Dieguito River Park JPA. Failure to submit a bid on any schedule and/or additive or deductive alternate selected by the JPA may be considered a non-responsive bid. The JPA reserves the right to reject any or all bids, and to waive any informality or technicality in bids received and any requirements of these specifications as to bidding procedure.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and proof of insurance, to the Agency so that it is received within 3 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. The executed contract documents shall be delivered to the following address: San Dieguito River Park, 18372 Sycamore Creek Road, Escondido, Ca 92025.

Bid Protests are to be delivered to the San Dieguito River Park office at 18372 Sycamore Creek Road, Escondido, Ca 92025

B. ENVIRONMENTALLY SENSITIVE AREA

An environmentally sensitive area (ESA) is contained within or adjacent to the jurisdictional limits delineated on the project plans. The ESA shall consist of an area within and near the limits of construction where access is prohibited or limited for the preservation of archaeological site or existing vegetation, or protection of biological habitat as shown on the plans. The Resident Engineer, with direction from the project Biologist, will determine the exact location of the boundaries of the Limit of Work area. No work shall be conducted outside of the delineated Limit of Work area.

Vehicle access, storage, or transport of materials or equipment, or other project related activities are prohibited outside of the Limit of Work area as shown on the plans.

The Contractor shall mitigate damage or impacts to the ESA caused by the Contractor’s operations, at the Contractor’s expense. If the Resident Engineer determines mitigation work will be performed by others, or if mitigation fees are assessed the owner, deductions from moneys due or to become due the Contractor will be made for the mitigation costs.

MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

C. GENERAL:

All materials required to complete the work under this contract shall be furnished by the Contractor and shall be consistent with the Contract Specifications as indicated in the Bid Documents and Plans.
CONSTRUCTION COMPANY NAME: ________________________________

D. CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK:

Work shall begin within 5 calendar days after the date of issuance of the Notice to Proceed.

Prior to beginning work, contractor shall submit a proposed schedule to the Resident Engineer for review and approval. The schedule shall show the sequence of work to be done, how long each task is planned to take, and which tasks will be done concurrently. The schedule should demonstrate that the work will be completed within the allowed Working Days.

No construction activity is to be done on-site beyond 48 working days. The count of working days commences after the Notice to Proceed is issued. See also Liquidated Damages in Section E below.

Note that no work is to be done after March 15, 2014 unless an extension has been secured and a change order written and signed by the Owner. This date is determined by the Resource Agencies and is not in the Owner’s control. If work is not completed by March 15th, work may have to be shut down and not re-started until September 16, 2014.

Contractor’s submittals will be processed and returned within a maximum 5 day time period.

E. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES:

WORKING DAYS: 48.

Construction activities may only occur between 7 a.m. and 6 p.m. Monday through Friday. No startup of equipment is to occur before 7 a.m. Weekend work by the contractor may be granted with permission of the owner, but is not to be considered an automatic approval at bid time.

If any of the work included in this contract has not been completed within 48 working days and no extension has been granted, liquidated damages will accrue at $700 per day. If the situation arises that work has to be shut down due to the March 15th bird nesting restriction described in Section D, and cannot be resumed until September 16th, Liquidated Damages for that period when work is stopped will not be assessed. However, there will be a $5,000 penalty for not completing work prior to March 15th regardless of Working Day status. Contractor is responsible for securing the site during the shut-down period. Payment for demobilization, mobilization and site security during or as a result of the shut-down period is included in the bid items, and no further payment will be made.

F. COMPLETION AND ACCEPTANCE:

The work will be inspected by the Resident Engineer for acceptance upon receipt of the Contractor's assertion that the work has been completed. If, in the Engineer's judgment, the work has been completed, the Engineer will file a Notice of Completion with the County Recorder.

The Contractor’s obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress payment or the issuance of a Notice of Completion, nor any payment by the Owner to the Contractor under the contract Documents, nor any use or occupancy of the work or any part thereof by the owner, nor any act of acceptance by the Owner, nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Contract Documents.

SP-2
All work, material, or equipment that is unsatisfactory, faulty, incomplete, or does not conform to the Contract Documents is defective. If the work, or any part thereof, is found to be defective, whether or not manufactured, fabricated, installed, completed or overlooked and accepted by the Owner, the Contractor shall, promptly and in accordance with the written instructions of the Owner and within the reasonable time limits stated therein, either correct such defective work or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective and conforming work.

G. PROJECT SITE MAINTENANCE:

a. Contractor is responsible for maintaining the construction site in safe, secure, clean order.

b. AFFIDAVIT OF LEGAL DISPOSAL:

As a condition of final payment, the Contractor shall submit a signed and notarized affidavit stating that all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner. (See Affidavit of Disposal, Page E-1). Disposal of refuse generated as a result of this contract at City landfills is subject to a fee. The cost of disposing of this refuse should be included in your bid. Contact the Refuse Disposal Division at (858) 573-1418 for fee information.

H. AIR POLLUTION CONTROL:

The Contractor shall comply with all applicable standards, orders or requirements of the Clean Air Act of 1970, including but not limited to Section 306 (42 U.S.C. 7606), Executive Order 11738, prohibiting contracting with Clean Air Act violators; and Sections 608 and 609 (42 U.S.C. 7671g, 7671h) as amended November 15, 1990, prohibiting the intentional release of chlorofluorocarbons into the environment when performing work specified by the contract.

I. WATER POLLUTION CONTROL:

The Contractor shall comply with all federal, state and City of San Diego standards, orders or requirements. The Contractor shall comply with the State Water Pollution Protection Plan for this project, which is available to the Contractor and incorporated by reference in this document.

J. ENVIRONMENTAL PROTECTION:

The Contractor shall comply with all applicable standards, orders, or requirements of the Environmental Protection Agency regulations (40 CFR Part 15) and other state and federal regulatory authorities. The Contractor shall additionally comply with directions from the JPA’s Environmental Planner who has the authority to stop work on the project should there be a violation of the environmental requirements or environmental notes on the construction plan or on the Mitigation, Monitoring, Reporting Program (MMRP) approved pursuant to the CEQA document for this project. This project is strictly governed through permits from the California Coastal Commission and the City of San Diego. All construction in sensitive areas, as determined by the JPA’s Environmental Planner, must be completed during the time period specified in the approved permits. Suspension of work due to deadlines imposed by the Resource Agencies to protect wildlife will not count against working days. However, the Contractor is responsible for all costs associated with stopping and re-starting work if work is suspended pursuant to this clause.

SP-3
The permits described in this section are incorporated by reference and included as Attachment A to the General Provisions. Compensation for compliance with the terms of the permits shall be considered as included in the various items of work, and no additional compensation will be allowed therefore.

K. **FLOOD DISASTER PROTECTION ACT OF 1973:**

The Contractor shall comply with all applicable standards, orders, or requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001 et seq, as amended).

L. **ILLNESS AND INJURY PREVENTION PROGRAM:**

The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the JPA in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to issuance of the Notice to Proceed.

M. **GRAFFITI CONTROL:**

The Contractor shall maintain all site improvements, including any temporary facilities, equipment or other materials in a graffiti free condition throughout the construction period, until acceptance of the project by the JPA. Graffiti encountered on the job site shall be removed by the Contractor within twenty-four (24) hours. Costs for removal shall be included in other items of work. Equipment, material, or debris shall not be stored or remain in the public right-of-way without prior approval by the Resident Engineer.

N. **AREA OF DISTURBANCE AND REVEGETATION**

Contractor shall confine all disturbance, including grading, stockpiling, equipment storage, debris, etc., to the site shown on the Plans and as approved by the Environmental Planner. Any disturbance outside the defined area must be revegetated by the Contractor in the manner and time required by the JPA. Any disturbance outside the defined area of disturbance shall be revegetated at the Contractor’s expense at no cost to the JPA, and may incur a fine of $10 per square foot.

O. **ENCOUNTERING HAZARDOUS SUBSTANCES:**

If the Contractor encounters hazardous substances, work in the area must immediately cease. Any substance which is toxic, corrosive, an irritant, a strong sensitizer, flammable, combustible, or radioactive and may cause substantial personal injury or substantial illness as a proximate result of any customary or reasonable foreseeable handling or use is considered a hazardous substance. Contractor shall immediately notify Project Manager and the County Health Department at Telephone No. (619) 338-2222 (during normal work hours) or Telephone No. 911 (outside normal work hours). If there is an immediate fire, explosion, health or safety threat, the Fire Department shall be notified via 911. If there is a health and safety plan for this specific site or project, it must be followed precisely. Contractor shall follow and comply with all applicable laws and regulations.

P. **PUBLIC ACCESS**
Contractor is to keep the public trail below the project site open at all times to the extent feasible. One trail (upper or lower) must be open at all times. If trail has to be closed, contractor will notify and coordinate with the San Dieguito River Park rangers, and install barricade signs with the dates when the trail will be re-opened. Payment for this cost is included in Item 1.

Q. **SURVEYING**

The owner shall provide all surveying as deemed necessary by the Engineer. The contractor shall request surveying for construction purposes and the Engineer shall approve the necessary survey request. It will be the contractor’s responsibility to protect all field survey stakes and information and any re-staking shall be at the contractor’s expense and deducted from their progress payments.

R. **NOTES TO BID SCHEDULE**

1. **Steel – Shade Structure Frame**
   Contractor shall furnish the following steel beams as shown on the plans, W 14 x 22 and W 24 x 55, cor-ten material beams. The contractor shall be responsible for the following items of work associated with the steel structure, as shown on the plans and shall be included in this bid item unit cost:
   - Unloading the steel beams once they are delivered to the job site;
   - Cut all beams to their appropriate lengths as shown on the plans or as directed by the engineer. All cuts shall be neatly cut and square to the flanges.
   - Determine which type of splice connection shall be used for the beams. One type of beam splice shall be used for all splices.
   - Shall drill all holes, weld all connections as per plans.
   - Shall furnish all cor-ten materials necessary to complete the work as shown on the plans; including splice plates, bolts, nuts, washers, anchor bolts, tapered washers, standard pipe supports. All materials shall be type, size, thickness and grade as shown.
   - Provide welded connections where shown.
   - Erect all beams as shown.
   - Should the contractor damage any beams, the contractor shall be responsible for replacing the beams at their own expense.
   - It is understood that all beams will be sloped once erected, however all beams shall be erected without any twist, shall be level when measured from edge to edge between the flanges.
   - Lifting of beams shall be done so as to not damage their integrity or deform the beams.
   - All measurements shown on the plans are horizontal measurements. It will be the contractor’s responsibility to translate these to the various sloped measurements.
     Mis-cut beams shall be replaced at the contractor’s expense and there will not be a time extension.

   The lump sum unit cost shall be full compensation for all the work shown on the plans, these special provisions, labor, materials and equipment.

2. **Perforated Stainless Steel Shade Panels**

   Material is available from:
   Kevin Porteus, Product Manager
   RIGIDIZED METALS CORPORATION
   658 Ohio Street
SECTION 05120 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Structural Steel
   2. Grout

B. Related Sections:
   1. Division 5 Section "Metal Fabrications" for miscellaneous steel fabrications and other metal items not defined as structural steel.

1.3 DEFINITIONS

A. Structural Steel: Elements of structural-steel frame, as classified by AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Show fabrication of structural-steel components.
   1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
   2. Include embedment drawings.
   3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
   4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical high-strength bolted connections.
   5. Identify stainless and galvanized structural and miscellaneous steel that are passivated and non-passivated.

C. Welding Procedure Specifications (WPSs) and Procedure Qualification Records (PQRs): Provide according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," for each welded joint whether prequalified or qualified by testing, including the following:
   1. Power source (constant current or constant voltage).
   2. Electrode manufacturer and trade name, for demand critical welds.
D. Qualification Data: For qualified professional engineer and testing agency.

E. Weathering Steel Compatibility: Submit electrodes complying with AWSD1.1/D1.1M Section 3.7.3 and Table 3.3 for a weld metal with atmospheric corrosion resistance and coloring characteristics similar to that of the base metal.

F. Mill test reports for structural steel, including chemical and physical properties.

G. Product Test Reports: For the following:
   1. Bolts, nuts, and washers including mechanical properties and chemical analysis.
   2. Direct-tension indicators.
   3. Tension-control, high-strength bolt-nut-washer assemblies.
   4. Shear stud connectors.
   5. Shop primers.

1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program or approved equal.

B. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program or approved equal.

C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

D. Comply with applicable provisions of the following specifications and documents:
   1. AISC 303.
   2. AISC 341 and AISC 341s1.
   3. AISC 360.
   4. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
   1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
   1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
   2. Clean and relubricate bolts and nuts that become dry or rusty before use.

1.7 COORDINATION
A. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS
   A. Angles: ASTM A588, Grade 50.
   B. Plate ASTM A588, Grade 50.
   C. All WF beams and WT sections: A588, Grade 50.
   D. Structural Pipe Sections: A588, Grade 50.
   E. Welding Electrodes: Comply with AWS requirements

2.2 BOLTS, CONNECTORS, AND ANCHORS

2.3 FABRICATION
   A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC 360.
      1. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
      2. Mark and match-mark materials for field assembly.
      3. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
   B. Bolt Holes: Cut, drill, mechanically thermal cut, or punch standard bolt holes perpendicular to metal surfaces.
   C. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
   D. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP
   E. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel framing members.
      1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
      2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
      3. Weld threaded nuts to framing and other specialty items indicated to receive other work.
2.4 SHOP CONNECTIONS

A. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

1. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify, with steel Erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.

1. Prepare a certified survey of bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

3.3 ERECTION

A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.

B. Base Bearing and Leveling Nuts:

1. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.

C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."

D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

1. Level and plumb individual members of structure.
2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
E. Splice members only where indicated.

F. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 QUALITY CONTROL

A. Testing Agency: Engage a qualified independent testing and inspecting agency approved by the Owner to inspect high-strength bolted connections and shop welds unless welding is performed by an approved shop.

B. Welded Connections: Shop welds will be visually inspected according to AWS D1.1/D1.1M.

1. In addition to visual inspection, Shop welds will be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:

   a. Liquid Penetrant Inspection: ASTM E 165.
   b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
   c. Ultrasonic Inspection: ASTM E 164.
   d. Radiographic Inspection: ASTM E 94.

C. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

END OF SECTION 05120
SECTION 05500 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section Includes:
      1. Perforated Stainless Steel Shade Panels
   B. Related Sections:
      1. Division 5 Section "Structural Steel Framing."

1.3 SUBMITTALS
   A. Product Data: For the following:
      1. Perforated Metal Panel Product Data & Warranty
   B. Shop Drawings: Show fabrication and installation details for metal fabrications.
      1. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
      2. Identify stainless steel that are passivated.
   C. Samples for Verification: Provide a full-sized sample for approval by owner. Sample should be 48” wide with the length of a typical span. Owner to approve sample before final material is ordered and fabricated.

1.4 PROJECT CONDITIONS
   A. Field Measurements: Verify actual locations of steel framing and other construction contiguous with metal fabrications by field measurements before fabrication.

1.5 COORDINATION
   A. Coordinate installation of panels with steel frame assembly. Furnish setting drawings, templates, and directions for installing anchorages. Deliver such items to Project site in time for installation.
PART 2 - PRODUCTS

2.1 METALS, GENERAL

A. Metal Surfaces, General: Provide manufactures products and materials with pre-finished surfaces unless otherwise indicated. Provide materials without seam marks, roller marks, rolled trade names, or blemishes.

2.2 MANUFACTURE PRODUCT

A. Stainless Steel Steel Panel: Rigidized Metals Corporation 1-800-836-2580, ASTM 316 16 GA stainless steel perforated panel with 2B finish. Perforation to be .066” holes on .109” staggered centers or per manufactures recommendation to achieve similar light transmittance. Pattern: 6-WL.

2.3 FASTENERS

A. General: Unless otherwise indicated, provide Type 316 stainless-steel, tamper-proof fasteners for exterior use.

2.4 FABRICATION, GENERAL

A. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

B. Form 1-1/2” perpendicular continuous bent-metal edges along each side of the panels along the length to provide structural rigidity. Bend to smallest radius possible without causing grain separation or otherwise impairing work. Width edges where panels attach to frame are to remain flat.

C. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items. Provide slotted connection holes to allow for fine adjustment of panel installation.

D. Where panels meet W14 corten steel frame trellis members, cut and/or fold panel angles to align and match each W14 angle.

E. Passivate panels upon final fabrication.

2.5 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from 316 stainless steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

1. Fabricate units from slotted channel framing where indicated.
2. Furnish inserts for units installed after concrete is placed.
2.6 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Do not weld, cut, or abrade surfaces of exterior units that are for bolted or screwed field connections.

C. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction.

D. Provide temporary bracing or anchors in formwork as required.

3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

B. Anchor supports for operable partitions securely to and rigidly brace from building structure.

3.3 ADJUSTING AND CLEANING

A. Immediately after erection, clean bolted connections, and abraded areas.

END OF SECTION 05500
To the San Dieguito River Park Joint Powers Authority:

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

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (Plans and Specifications) and the Bidding Documents therefor, and that by submitting said Bidding Documents as its Bid Proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents are incorporated by reference in the Bidding Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted

(2) Signature (Given and surname) of proprietor

THE COMPLETE SET OF "BIDDING DOCUMENTS" (ALL "B" PAGES) MUST BE SUBMITTED AS THE BID PROPOSAL
(3) Place of Business

(Street and Number)

City and State _______________________________ Zip Code

(4) Telephone No. (  ) ________________ Fax No. (  )

IF A PARTNERSHIP/JOINT VENTURE, SIGN HERE:

(1) Name under which business is conducted

(2) Name of each member of partnership/joint venture [indicate character of each partner, general or special (limited)]:

(3) Signature (Given and surname and character of partner/joint venture)

(Note: Signature must be made by a general partner/joint venture)

(4) Place of Business

(Street and Number)

City and State _______________________________ Zip Code

Telephone No. (  ) ________________ Fax No. (  )

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted

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

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of

THE COMPLETE SET OF "BIDDING DOCUMENTS" (ALL "B" PAGES) MUST BE SUBMITTED AS THE BID PROPOSAL
CONSTRUCTION COMPANY NAME: ________________________________

BIDDING DOCUMENTS (CONTINUED)

1. Place of Business
   (Street and Number)
   City and State ___________________________ Zip Code
   (2) Telephone No. (       ) ________________ FAX No. (       )

To perform the work described in these specifications, the bidder must hold a California State Contractor's license for any of the following classifications:

MY/OUR STATE CONTRACTOR'S CLASSIFICATION IS

LICENSE NO. ___________________________ EXPIRES ___________________________ , 20

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

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

_____________________________       ___________________________
Signature                        Title

(To be signed in presence of notary)

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF __________, 2007.

Notary Public in and for the
County of __________________
State of ___________________ (NOTARIAL SEAL)

THE COMPLETE SET OF "BIDDING DOCUMENTS" (ALL "B" PAGES) MUST BE SUBMITTED AS THE BID PROPOSAL

B-3
BID PROPOSAL

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Failure to submit a bid on any schedule and/or additive or deductive alternate selected by the JPA may be considered a non-responsive bid. The JPA reserves the right to reject any or all bids, and to waive any informality or technicality in bids received and any requirements of these specifications as to bidding procedure.

The lowest apparent bid will be selected based on the total BASELINE bid without additive alternatives.

NOTE: In case of an inconsistency or conflict between the unit prices and extensions submitted by the bidder, the unit prices shall govern.

The following addenda have been received and are acknowledged in this bid: _____________________.

Contractor’s Signature: ________________________________

Printed Name: ________________________________
<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Steel - Shade Structure Frame – Furnish, Fabricate and Install. Approximately 24,000 lbs.</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Baseline Bid Subtotal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Additive Alternative</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Stainless Steel Perforated Panels – Furnish, Fabricate and Install</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Proposal (Baseline and Additive Alternative)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EQUAL OPPORTUNITY AGREEMENT

NON-DISCRIMINATION CLAUSE: Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall ensure that its subcontractors comply with the JPA’s Equal Employment Opportunity Program.

EQUAL EMPLOYMENT OPPORTUNITY (EE0): Contractor has received, read, understands and agrees to be bound by the JPA’s Equal Employment Opportunity Program provided with the proposal package.

EQUAL OPPORTUNITY CONTRACTING: Contractor has received, read, understands and agrees to be bound by the Equal Opportunity Contracting Program requirements described in the proposal package.

Contractor agrees to insert equal opportunity compliance language in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

Project Name: ________________________________________________

Contractor Company Name: ______________________________________

__________________________________________________________ Print Authorized Signature Here

Authorized Signature

COMPLETE SET OF “BIDDING DOCUMENTS” (ALL “B” PAGES) MUST BE SUBMITTED AS PART OF BID PROPOSAL
INFORMATION REGARDING SUBCONTRACTORS PARTICIPATION IN BASE BID:

Bidder shall list name and complete address of all Subcontractors who will perform work or labor, or render services or specially fabricate and install a portion of the work or improvements in an amount in excess of one-half of one percent (0.5%) of the Prime Contractors Base bid, [for Additive/Deductive Alternates see B-5(1)a].

List only one (1) Subcontractor for each such portion of work. Dollar amount and percent of total Base Bid Contract to be performed must be stated for all Subcontractors listed or bid will be deemed non-responsive and ineligible for award. In case of inconsistency or conflict between Percent of Contract and Dollar Amount of Contract submitted by the Bidder, the Dollar Amount shall govern.

<table>
<thead>
<tr>
<th>NAME AND ADDRESS SUBCONTRACTOR</th>
<th>TYPE OF WORK (Item No. from Bid)</th>
<th>PERCENT OF CONTRACT</th>
<th>DOLLAR AMOUNT OF CONTRACT</th>
<th>① MBE/WBE/DBE/DVBE/OBE</th>
<th>② WHERE CERTIFIED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

① For information only. As appropriate, Bidder shall identify Subcontractor as:

Certified Minority Business Enterprise  MBE
Certified Woman Business Enterprise    WBE
Certified Disadvantaged Business Enterprise  DBE
Certified Disabled Veteran Business Enterprise  DVBE
Other Business Enterprise             OBE

② For information only. As appropriate, Bidder shall indicate if Subcontractor is certified by:

City of San Diego                                      CITY
State of California Department of Transportation          CALTRANS
San Diego Joint Agencies Contracting Opportunity Task Force JACO

COMPLETE SET OF “BIDDING DOCUMENTS” (All “B” Pages) MUST BE SUBMITTED AS BID PROPOSAL
VENDORS/SUPPLIERS

INFORMATION REGARDING VENDORS/SUPPLIERS:

Bidder shall list name and complete address of all Vendors and Suppliers who will provide supplies materials or services to the project in an amount in excess of one-half of one percent (0.5%).

<table>
<thead>
<tr>
<th>NAME AND ADDRESS VENDOR/SUPPLIER</th>
<th>MATERIALS OR SUPPLIES</th>
<th>PERCENT OF CONTRACT</th>
<th>DOLLAR VALUE OF SUPPLIES</th>
<th>MBE/WBE/DBE/DVBE/OBE</th>
<th>WHERE CERTIFIED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

① For information only. As appropriate, Bidder shall identify Vendor/Supplier as:

- Certified Minority Business Enterprise: MBE
- Certified Woman Business Enterprise: WBE
- Certified Disadvantaged Business Enterprise: DBE
- Certified Disabled Veteran Business Enterprise: DVBE
- Other Business Enterprise: OBE

② For information only. As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

- City of San Diego: CITY
- State of California Department of Transportation: CALTRANS
- San Diego Joint Agencies Contracting Opportunity Task Force: JACO

COMPLETE SET OF “BIDDING DOCUMENTS” (All “B” Pages) MUST BE SUBMITTED AS BID PROPOSAL
CONTRACT DOCUMENTS

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

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (Plans and Specifications) and the Bidding Documents therefor, and that by submitting said Bidding Documents as its Bid Proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents are incorporated by reference in the Bidding Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted

(2) Signature (Given and surname) of proprietor

(3) Place of Business

(Street and Number)

City and State ______________ Zip Code

(4) Telephone No. (       ) ______________ Fax No. (       )

IF A PARTNERSHIP/JOINT VENTURE, SIGN HERE:

(1) Name under which business is conducted

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

(3) Signature (Given and surname and character of partner/joint venture)
(Note: Signature must be made by a general partner/joint venture)

(4) Place of Business
(Street and Number)
City and State ____________________________ Zip Code
Telephone No. ( ) _______________ Fax No. ( )

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted

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

                           (Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of

2. Place of Business
(Street and Number)
City and State ____________________________ Zip Code
Telephone No. ( ) _______________ FAX No. ( )

To perform the work described in these specifications, the bidder must hold a California State Contractor's license for any of the following classifications:

MY/OUR STATE CONTRACTOR'S CLASSIFICATION IS
LICENSE NO. _________________________ EXPIRES ___________________ , 20
SECTION C - CONTRACT FORMS

C-01 CONTRACT:
This Contract is made and entered into this ________ day of ____________, 20--, at San Diego, California, by and between the San Dieguito River Park Joint Powers Authority, a local public agency, herein called "JPA," and ___________________________, herein called "Contractor."

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

JPA hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract, unless the Notice Inviting Bids expressly stated that the Federal Wage Rate would apply. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

1. Both parties agree that the following are incorporated into this contract as though fully set forth herein:
   (a) The attached Faithful Performance and Labor Materials Bonds.
   (b) The attached Proposal and Notice Inviting Bids signed by Contractor.

2. Contractor shall perform and be bound by all of the terms and conditions of this Contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner
   SAN DIEGUITO LAGOON TRAILSIDE OPEN AIR CLASSROOM. PHASE 2B

3. For such performances, the JPA shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this Contract, and Contractor shall accept such payment in full satisfaction of all claims incident to such performances.

4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the JPA for, or on account of, anything done or omitted to be done, in connection with this Contract, nor shall any such officer, agent, or employee be liable hereunder.

5. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the JPA, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:
BIDDER’S PROPOSAL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Code</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Estimated Quantity</th>
<th>Unit Price (In Figures)</th>
<th>Item Total (In Figures)</th>
</tr>
</thead>
</table>

(Items in CONTRACT will be the same as those bid in PROPOSAL)
IN WITNESS WHEREOF, the parties have executed this Contract on the date and year first above written.

:THE SAN DIEGUITO RIVER PARK JOINT POWERS AUTHORITY

By:
Dick Bobertz, Executive Director

CONTRACTOR, ________________________________

By: _________________________________________
Contractor’s Signature

_____________________
City of San Diego License Number
CONTRACTOR CERTIFICATION FOR 
DRUG-FREE WORKPLACE

PROJECT TITLE:

I hereby certify that I am familiar with the requirements of this project regarding Drug-Free Workplace as outlined in NOTICE INVITING BIDS, "Drug Free Workplace," of the project specifications, and that

(Name under which business is conducted)

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

Signed:

Printed Name:

Title:
CONTRACTOR CERTIFICATION FOR
AMERICAN DISABILITIES ACT

PROJECT TITLE:

I hereby certify that I am familiar with the requirements of this project regarding the Americans With Disabilities Act Requirements as outlined in NOTICE INVITING BIDS, "Americans With Disabilities Act," of the project specifications, and that

(Name under which business is conducted)

will comply with the ADA by adhering to all of the provisions outlined in the bid documents. I further certify that each subcontract agreement for this project contains language that indicates the Subcontractor's agreement to abide by said provisions.

Signed:

Printed Name:

Title:
AFFIDAVIT OF DISPOSAL

WHEREAS, on the ______ day of ________________, 20--, the undersigned entered into and executed a contract with the San Dieguito River Park Joint Powers Authority, a local public agency, for CONSTRUCTION OF NAME OF PROJECT

(Name of Project)
as particularly described in said contract;

WHEREAS, the specifications of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and

WHEREAS, said contract has been completed and all surplus materials disposed of:

NOW, THEREFORE, in consideration of the final payment by the JPA to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s) and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ day of ___________, 20______.

Contractor

By:

ATTEST:

STATE OF

COUNTY OF

On this ______ day of __________, 2001, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared ________________ known to me to be the Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State