

**ATTACHMENT-B
CITY OF SAN DIEGO
STANDARD SPECIFICATIONS**

THE “WHITEBOOK”

**Standard Specifications
For Public Works Construction**

2015 Edition

**Written as a City of San Diego Supplement to the 2015 Greenbook by
the Public Works Department, Project Implementation Division,
Standards & Contract Documents Section.**

SECTION 3 - CHANGES IN WORK

3-1.1 **General.** ADD the following:

1. Any plan or method of Work suggested to you by the City, but not specified or required by the Contract or Change Order, which is adopted or followed by you in whole or in part shall be done at your sole risk and responsibility.
2. The Contract Price is not subject to adjustment due to sales tax increases after the Award.

ADD:

3-1.3

Cost Reduction Proposal.

1. You may submit to the Engineer in writing, proposals for modifying the Plans, Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of construction.
2. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the Project such as service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.
3. Include the following information in the cost reduction proposal:
 - a) A description of both the existing Contract requirements for performing the Work and the proposed changes.
 - b) An itemization of the Contract requirements that shall be changed if the proposal is adopted.
 - c) A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed change.
 - d) A statement of the time within which the Engineer shall make a decision.
 - e) The Contract items of Work affected by the proposed changes, including any quantity variation attributable thereto.
4. These provisions of this subsection do not require the Engineer to consider any cost reduction proposal which may be submitted. The City shall not be liable to you for not accepting or acting upon any cost reduction proposal you submitted pursuant to this subsection nor for any delays to the Work attributable to the proposal.
5. If a cost reduction proposal is similar to the information included in the Contract Documents or adopted by the City after the advertisement for the Contract, the Engineer will not accept such proposal and reserves the right to make such changes without compensation to you under the provisions of this subsection.
6. You shall continue to perform the Work in accordance with the requirements of the Contract until a Change Order incorporating the cost reduction proposal has been issued. If a Change Order has not been issued by the date upon which your cost reduction proposal specified a decision should be made, or such other date as you may subsequently

have specified in writing, the cost reduction proposal shall be deemed rejected.

7. The Engineer is the sole judge of the acceptability of a cost reduction proposal and the estimated net savings. In determining the estimated net savings, the City has the right to disregard the Contract Bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.
8. The City reserve the right, where it deems such action appropriate, to require you to share in the City's costs of investigating your cost reduction proposal as a condition of considering such proposal. Where such a condition is imposed, indicate your acceptance in writing allowing the City to deduct amounts payable to you from any monies due or that may become due to you under the Contract.
9. If the Engineer accepts your cost reduction proposal in whole or in part, the Engineer shall issue a Change Order to incorporate the changes in the Plans and Specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect. If the Engineer's approval is conditional, the Change Order shall include any conditions upon which the Engineer's approval is based.
10. The Change Order also includes the estimated net savings in the cost of performing the Work due to the accepted cost reduction proposal and provides that the Contract cost be adjusted by crediting the City with 50% of estimated net savings amount.
11. The Contract Time shall not be extended by the acceptance of the cost reduction proposal and the performance of the Work unless specified otherwise in the Change Order.
12. The amount specified as payable to you in the Change Order is full compensation for the cost reduction proposal and the performance of the Work.
13. The City expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the City when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal shall be eligible for compensation subject to this subsection, and in that case, only for contracts awarded prior to submission of the accepted cost reduction proposal.
14. The cost reduction proposals identical or similar to previously submitted proposals shall be eligible for consideration and compensation under the provisions of this subsection if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the City.
15. Subject to the provisions contained herein, the City or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to you.



16. You shall bear all costs to revise bonds for the Project to include the cost reduction incentive proposal Work.

3-2.1 General. ADD the following:

1. The Engineer may substitute specific sites for asphalt overlay, slurry seal, or concrete ramp and sidewalk replacement due to utility or construction conflicts or urgent community needs. The Engineer will adjust the location list provided in the Contract Documents as needed.

3-2.2.1 General. ADD the following:

1. Unit Bid prices for additional bedding, imported backfill, shoring, water services, house connection sewers, abandoned water services (water stiffs), water pollution control items, point repairs for existing sewer mains, additional point repairs for existing sewer mains, sewer lateral connections, and sewer lateral linings shall not be subject to adjustment regardless of quantity used or if none is used.

3-3.1 General. ADD the following:

1. Any request by you to change the Contract Price to include the price of Extra Work shall be by written notice to the Engineer and shall include itemized estimates. Your itemized estimates shall detail all applicable elements of price such as labor and payroll costs, quantities, crew composition, production rates, material costs, Subcontractor and Supplier costs, equipment costs, and supplemental costs.

3-3.2.2.1 Labor. DELETE in its entirety and SUBSTITUTE with the following:

1. The City reserves the right to request the following:
- a) Financial records of salaries for an employee.
 - b) Wage rates.
 - c) Bonuses and deductions.
2. Use the “PUBLIC WORKS PAYROLL REPORTING FORM” which is available at: www.sandiego.gov/eoc/pdf/payrollreport.pdf to list the labor rates of its personnel and Subcontractors who Work on this Project. Make the initial submittal prior to NTP. The payment for payroll records is included in the Contract Price unless a Bid item has been provided.
3. If your proposal for Extra Work is based upon services and Work to be performed outside Normal Working Hours, the labor charges associated with the Extra Work shall consist of straight time wages and burdens plus the appropriate overtime or shift premium with no additional burdens, such as fringe benefits, on the premium portion.