

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Damian Singleton - Contract Specialist, Email: [Dsingleton@sandiego.gov](mailto:Dsingleton@sandiego.gov)  
Phone No. (619) 533-3482, Fax No. (619) 533-3633  
L Schultz/A Reyes/LJI

## CONTRACT DOCUMENTS



FOR

## HOLLY DRIVE IMPROVEMENTS

VOLUME 1 OF 2

BID NO.: \_\_\_\_\_ **K-14-5838-DBB-3**  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ **S-11033**  
CLIENT DEPARTMENT: \_\_\_\_\_ **2112**  
COUNCIL DISTRICT: \_\_\_\_\_ **4**  
PROJECT TYPE: \_\_\_\_\_ **ID**

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

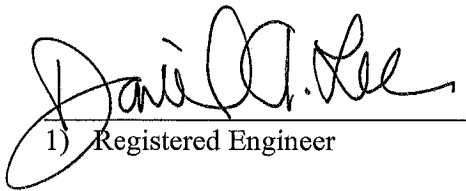
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE  FEDERAL .
- THIS IS A PROP. 1B FUNDED CONTRACT.

**BID DUE DATE:**

**2:00 PM**  
**JANUARY 15, 2014**  
**CITY OF SAN DIEGO**  
**PUBLIC WORKS CONTRACTING GROUP**  
**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**  
**SAN DIEGO, CA 92101**

# ENGINEER OF WORK

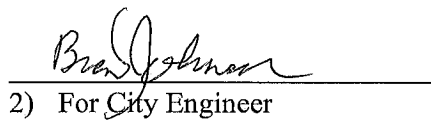
The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:

  
1) Registered Engineer

11-20-13  
Date

Seal:



  
2) For City Engineer

11/22/13  
Date

Seal:



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# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **HOLLY DRIVE IMPROVEMENTS** (Project).
2. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

The proposed project includes installation of curb, gutter, sidewalk, AC pavement, retaining wall, fence, curb ramps, driveways, on and off-site drainage, and traffic striping on Holly Drive between South Willie James Jones Avenue and South Euclid Avenue. Existing electric, gas, telephone, and cable TV utility lines and pedestals are to be relocated by the appropriate entity.

2.1. The Work shall be performed in accordance with:

2.1.1. The Notice Inviting Bids and Plans numbered **37080-1-D** through **37080-16-D**, inclusive.

3. **EQUAL OPPORTUNITY**

3.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:

**D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

**1. Nondiscrimination in Contracting Ordinance.**

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors,

or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

1. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:

1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.

13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

**4. SUBCONTRACTING PARTICIPATION PERCENTAGES.**

**4.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	<b>10.2%</b>
2. ELBE participation	<b>23.2%</b>
3. Total mandatory participation	<b>33.4%</b>

**4.2.** The Bidders are strongly encouraged to attend the Pre-Bid Meeting Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <http://www.sandiego.gov/eoc/>

**4.3.** The Bid will be declared non-responsive if the Bidder fails the following mandatory conditions:

- 4.3.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
- 4.3.2.** Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

**5. PRE-BID MEETING:**

- 5.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101 at **10:00 A.M.**, on **December 17, 2013**.
- 5.2.** All potential bidders are encouraged to attend.
- 5.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

**6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

- 6.1.** **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City’s web-based contract compliance portal at:  
  
<https://pro.prismcompliance.com/default.aspx>.
- 6.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

**7. CONSTRUCTION COST:** The City’s estimated construction cost for this contract is **\$1,100,000.00**.

**8. LOCATION OF WORK:** The location of the Work is as follows:

**ENCANTO NEIGHBORHOOD**

**9. CONTRACT TIME:** The Contract Time for completion of the Work shall be **90 Working Days**.

**10. CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

**10.1.** The City has determined the following licensing classification for this contract:

- **CLASS A**

**11. JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, “Joint Venture Contractors” in The WHITEBOOK for details.



**12. PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract.

**12.1. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.**

**12.1.1.** In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.

**12.1.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.

**12.1.3.** The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.

**12.1.4.** The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

**13. INSURANCE REQUIREMENTS:**

**13.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.

**13.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**14. PREQUALIFICATION OF CONTRACTORS:**

**14.1.** Contractors submitting Bid or Proposal must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:

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

**14.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor’s SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).

**15. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

**16. CITY’S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.

- 17. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- 18. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
- 19. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
- 20. AWARD PROCESS:**
- 20.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 20.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 20.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 21. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- 22. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip> . Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
- 23. SUBMISSION OF QUESTIONS:**
- 23.1.** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:
- Public Works Contracting Group  
1010 Second Avenue, 14<sup>th</sup> Floor  
San Diego, California, 92101
- Attention: [Contract Specialist listed on the front cover hereof]
- OR:
- Email address of the Contract Specialist listed on the front cover hereof.
- 23.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.

- 23.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 23.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. 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.
24. **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 sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
25. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
26. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 26.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 26.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 26.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 26.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
27. **BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 27.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

- 27.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- 27.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

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

- 28.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 28.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 28.3. The City 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.
- 28.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, 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.
- 28.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- 28.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 28.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 28.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

**29. BID RESULTS:**

- 29.1.** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.
- 29.2.** To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

**30. THE CONTRACT:**

- 30.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 30.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 30.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 30.4.** For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 30.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 31. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 32. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 32.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 32.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 32.3.** The City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance.
- 32.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249).
- 32.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 32.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 32.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 33. PRE-AWARD ACTIVITIES:**
- 33.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- 33.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.
- 34. REQUIRED DOCUMENT SCHEDULE:**
- 34.1.** The Bidder’s attention is directed to the City’s Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

**34.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City’s web site at:

<http://www.sandiego.gov/eoc/forms/index.shtml>

<b>ITEM</b>	<b>WHEN DUE</b>	<b>FROM</b>	<b>DOCUMENT TO BE SUBMITTED</b>
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE Good Faith Efforts Documentation
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>



<b>ITEM</b>	<b>WHEN DUE</b>	<b>FROM</b>	<b>DOCUMENT TO BE SUBMITTED</b>
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

**CONTRACT FORMS**  
**AGREEMENT**

## CONTRACT FORMS AGREEMENT

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### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and DICK MILLER, INC., herein called "Contractor" for construction of Holly Drive Improvements; Bid No K-14-5838-DBB-3; in the amount of EIGHT HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND 00/100 (\$876,588.00), which is comprised of the Base Bid alone.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled Holly Drive Improvements, on file in the office of the City Clerk as Document No. S-11033, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Holly Drive Improvements, Bid Number K-14-5838-DBB-3, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

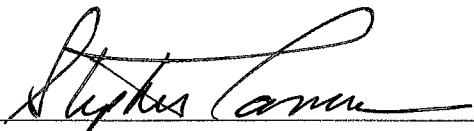
CONTRACT FORMS (continued)

AGREEMENT

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

By 

Jan I. Goldsmith, City Attorney

By 

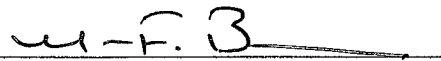
Print Name: \_\_\_\_\_  
Mayor or designee

Print Name: Ryan Kohut  
Deputy City Attorney

Date: 4-30-14

Date: April 30, 2014

CONTRACTOR

By 

Print Name: Glen F. Bullock

Title: President

Date: 3/25/14

City of San Diego License No.: B2014004558

State Contractor's License No.: 380204

**CONTRACT/AGREEMENT**

**ATTACHMENTS**

**CONTRACT ATTACHMENT**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

**DICK MILLER, INC.**, a corporation, as principal, and **The Ohio Casualty Insurance Company**, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **EIGHT HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND 00/100 (\$876,588.00)** for the faithful performance of the annexed contract, and in the sum of **EIGHT HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND 00/100 (\$876,588.00)** for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Holly Drive Improvements, Bid Number K-14-5838-DBB-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

**CONTRACT ATTACHMENT (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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

Dated March 19, 2014

Approved as to Form and Legality

Dick Miller, Inc.  
Principal

By M-F.B.

Glen F. Bullock

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By [Signature]  
Deputy City Attorney

The Ohio Casualty Insurance Company  
Surety

By [Signature]  
Bart Stewart, Attorney-in-fact

Approved:

By [Signature]  
Mayor or Designee

790 The City Drive South, Suite 200  
Local Address of Surety

Orange, CA 92868  
Local Address (City, State) of Surety

(714) 634-3311  
Local Telephone No. of Surety

Premium \$ 10,476

Bond No. 024055990

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6094356

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart

all of the city of Encinitas, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of April, 2013.



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

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

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 24th day of April, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

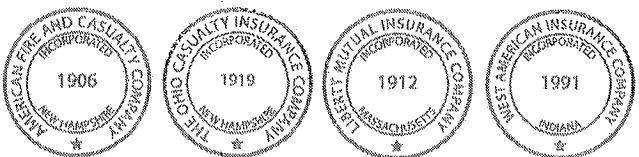
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of March, 2014.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

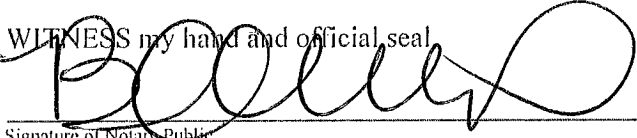
County of San Diego

On 03/19/2014 before me, Brittany Aceves, Notary Public  
(Here insert name and title of the officer)

personally appeared Bart Stewart

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal  
  
 Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document

# CONTRACTOR CERTIFICATION

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## DRUG-FREE WORKPLACE

PROJECT TITLE: Holly Drive Improvements

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

DICK MILLER INC.

(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 which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

Signed M-F.B.

Printed Name Glen F. Bullock

Title President

# CONTRACTOR CERTIFICATION

---

## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Holly Drive Improvements

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

Dick Miller Inc.

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed G.F.B.

Printed Name Glen F. Bullock

Title President

# CONTRACTOR CERTIFICATION

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## CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Holly Drive Improvements

I declare under penalty of perjury that I am authorized to make this certification on behalf of DICK MILLER INC., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 25<sup>TH</sup> Day of MARCH, 2014.

Signed GFB

Printed Name Glen F. Bullock

Title PRESIDENT

**AFFIDAVIT OF DISPOSAL**

WHEREAS, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Holly Drive Improvements  
(Name of Project)

as particularly described in said contract and identified as Bid No. **K-14-5838-DBB-3**; SAP No. (WBS/IO/CC) **S-11033**; and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and that they have been disposed of according to all applicable laws and regulations.

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Contractor  
by

**ATTEST:**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

**SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

The following Supplementary Special Provisions (SSP) modifies the following documents:

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
  - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
- 

### **SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

#### **1-2 TERMS AND DEFINITIONS.**

**Normal Working Hours.** To the City Supplement, ADD the following:

The Normal Working Hours are **8:30 AM to 3:30 PM.**

### **SECTION 2 - SCOPE AND CONTROL OF WORK**

#### **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

#### **2-5.3.1 General.** To the City Supplement, ADD the following:

7. The asphalt concrete design mix shall be submitted for approval a minimum of two weeks prior to start of construction.
8. The Contractor shall furnish the Engineer, at least two (2) weeks prior to the start of work, with a list of material sources together with Certificates of Compliance, indicating that materials to be incorporated in the work fulfill the requirements of these specifications. The Certificates of Compliance shall be signed by the material supplier or representative. The Engineer may permit the use of paving materials, aggregate, cement line, anti-strip agents, asphalt, or any combination thereof prior to sampling and testing when accompanied by a Certificate of Compliance.
9. All submitted product data shall be legible and be the most up to date information provided by the manufacturer. Any data sheets provided which are dated beyond the last two years shall be accompanied by a letter or certification by the manufacturer that it is the most current information available. Failure to provide such information shall be grounds for rejection of that item.

**2-5.3.4 General.** ADD the following:

**MATERIAL SUITABILITY**

Material must have a proven performance record. Proof shall consist of a list of agencies that have used the material in California and found it to be suitable for use as an interlayer. Material shall have been used in projects for a minimum of the past 5 years in California.

**SECTION 4 - CONTROL OF MATERIALS**

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

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days before the determination of the Apparent Low Bidder** and on a City form when provided by the City.

**SECTION 5 - UTILITIES**

**5-4 RELOCATION.** ADD the following:

The construction schedule will need to account for utility relocation activities. You must coordinate with the utility companies for the relocations. Details regarding the utilities and type of work are described in detail in the table below.

Utility	Contact	Lead Time	Work Window	Stage of construction prior to Utility work	Type of Work to be conducted by Utilities
SDG&E	David J. Emerson Governmental Liaison Planner <a href="mailto:Demerson@SempraUtilities.com">Demerson@SempraUtilities.com</a> 858-654-1136 (office) 619-569-9406 (cell)	8 weeks	4 weeks	Established rough grade for sidewalk, retaining wall installed	Relocation of transformers
AT&T	Kerry Middaugh Outside Plant Engineer San Diego Construction and Engineering <a href="mailto:km2549@att.com">km2549@att.com</a> (619) 266-4651	1 week	2 days	Established Grades, curb and gutter, sidewalks, and retaining wall.	Existing power poles are expected to be undergrounded prior to construction. Existing pedestals are expected to be converted into handholes prior to construction. During construction AT&T will conduct the following work: Relocation/adjust to grade of



Utility	Contact	Lead Time	Work Window	Stage of construction prior to Utility work	Type of Work to be conducted by Utilities
					handholes to fit in new sidewalk. Contractor to isolate handhole the sidewalk panel where the adjustment needs to be made and AT&T will make the handhole adjustment and complete the sidewalk panel.
Cox	Robert Mote Residential Planner <a href="mailto:Robert.Mote3@cox.com">Robert.Mote3@cox.com</a> 619-266-5514 Office 619-977-5243 Cell	4 weeks	8-12 weeks	Established rough grade for sidewalk, retaining wall installed	Relocation of pedestals behind sidewalk / back of sidewalk and replacement of power supply. Replacement of power supply may require a longer work window.

Lead Time: Minimum number of working days written notice the Engineer provides the owner that the site will be ready for utility work.

Work Window: Number of working days provided to the utility company to complete the listed utility work.

The Contractor shall coordinate with utilities for work described above and demobilize construction activity, equipment and material for the specific locations the utilities will conduct work for the specific days agreed upon with the utility companies.

## SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

**6-2.1 Moratoriums.** To the City Supplement, ADD the following:

No Work shall be allowed in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- a) 5011 Holly Drive property on Wednesdays and Sundays.

**6-2.2 Time Restrictions.** Work time restriction apply on any day that school is in session. Work must stop during the work restrictions and can begin after the work restriction; this includes but is not limited to: patch up any sidewalk work necessary to provide full pedestrian access on sidewalks, provide a safe crossing along Willie James Jones Ave and any other items as direction by the Resident Engineer. The work restrictions for Lincoln High School will be in place during the following general times:

1. Between 6:06 A.M. and 6:36 A.M., 7:10 A.M. and 7:40 A.M., 2:10 P.M. and 2:40 P.M., and 3:14 P.M. and 3:44 P.M. Monday through Friday.
2. Between 6:28 A.M. and 6:58 A.M., 7:10 A.M. and 7:40 A.M., 11:50 A.M. and 12:20 P.M., and 12:32 P.M. and 1:02 P.M. on the following dates: 1/6/14, 2/3/14, 3/3/14, 4/7/14, 5/20/14, 5/21/14 and 6/2/14.

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

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

The insurance provisions herein must not be construed to limit your indemnity obligations contained in the Contract.

**7-3.1**           **Policies and Procedures.**

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**7-3.2**           **Types of Insurance.**

**7-3.2.1**        **Commercial General Liability Insurance.**

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.

2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured’s contract (including the tort liability of another assumed in a business contract).
3. There must be no endorsement or modification limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

**7-3.2.2 Commercial Automobile Liability Insurance.**

1. You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles (“Any Auto”).
2. All costs of defense must be outside the limits of the policy.

**7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

**7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7-3.4 Evidence of Insurance.** Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

## **7-3.5 Policy Endorsements.**

### **7-3.5.1 Commercial General Liability Insurance**

#### **7-3.5.1.1 Additional Insured.**

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

#### **7-3.5.1.3 Project General Aggregate Limit.**

The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

### **7-3.5.2 Commercial Automobile Liability Insurance.**

**7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

**7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

**7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

**7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

**7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

**7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
2. Limits for this insurance must be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

**7-4.1.1 Waiver of Subrogation.**

The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

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

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

1. Permit to do work on private property.

**7-15**            **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

**ADD:  
7-21**

**PROTECTION OF EXISTING PLANT MATERIAL.**

**7-21.1**            **Construction Operations**

- a) All plants outside the limit of work shall be protected in place. All trees to remain shall be protected in place.
- b) Do not operate equipment, which generates fumes or excessive heat, within 20' of the trees to remain. Fumes and heat can damage trees.
- c) The grade around existing trees to remain shall remain as existing to avoid disturbance of roots and avoid burying the roots under additional soil.
- d) When excavation near a tree to be preserved must be carried out, damage shall be limited by root pruning as outlined in Section 308-6.1.3 Root Pruning (Sidewalk replacement).
- e) Buried utilities and irrigation piping and equipment shall be located out of root zones wherever possible. In cases where utilities must cross root zones, tunnels shall be utilized in lieu of trenches. Tunneling within the rooting area of a tree to remain shall be done under the supervision of the Resident Engineer.
- f) Trenching, excavation and soil disturbance within the drip line of vegetation to remain shall not be permitted except as specifically allowed by the Resident Engineer. It is the intent of the plans that the Contractor provide an alternate routing of irrigation, electrical and all trenching to avoid cutting through roots of existing trees.
- g) Where it is necessary to excavate in close proximity to existing trees and shrubs, all possible caution shall be exercised to avoid injury to roots and trunks. In the event it is necessary to cut the roots of an existing tree to remain, the tree shall be pruned prior to excavation to reduce the foliage volume by the same percentage as the approximate percentage of roots removed. All work shall be performed under the direction of the Resident Engineer.
- h) Excavation within the drip line of the trees shall be done by hand, tunneling under roots 1" in diameter and larger, and shall be done only on the approval of the Resident Engineer. The exposed roots of trees shall be covered and shaded by moist burlap or canvas until the trench is backfilled (See Section 308-4).
- i) All plants to remain on-site shall be watered if necessary during the entire construction contract to provide for plant health and survival. Watering shall be done under the direction of the Resident Engineer.

**7-21.2 Clean-Up Repair and Maintenance**

- a) Upon completion of all work, remove tools equipment and tree preservation materials and measures from the site.
- b) Repair all areas, structures and surfaces damaged and requiring repair resulting from tree preservation measures. Repair adjacent construction or surfaces soiled or damaged by tree preservation measures.

**SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

**8-2 FIELD OFFICE FACILITIES.** To the City Supplement, DELETE in its entirety.

**SECTION 9 - MEASUREMENT AND PAYMENT**

**ADD:**

**9-3.7**

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

**SECTION 200 - ROCK MATERIALS**

**ADD:**

**200-1.8**

**Cobble Mulch.**

Cobble shall be of dark gray – black naturally rounded rock in 1/2"- 2" sizes and is to be provided and installed by the Contractor. Cobble shall be “Beach Pebble Black” as supplied by Decorative Stone Solutions, or approved equal. Cobble shall be free of chips, earth, and discolorations or other material. All cobble shall be washed to remove dirt, dust and loose material prior to placement on site. Cobble shall be clean prior to setting.

The Contractor shall submit samples of cobble (6 pieces) illustrating the range of color and variety of sizes for each type specified, for approval of the City Engineer prior to installation. Contractor shall also submit photos of each type of cobble material specified as a representative record of general color variation.

**SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIAL**

**201-1.1 Requirements**

**201-1.1.1 General.** ADD the following:

Prepackage unmixed concrete shall not be allowed.

**201-1.2.1 Portland Cement.** ADD the following:

All cement to be used for concrete shall be Type V.

**201-2.2.1 Reinforcing Steel.** ADD the following:

All reinforcing steel used on this project shall be Grade 60 billet steel conforming to ASTM A-615.

## SECTION 203 – BITUMINOUS MATERIALS

### 203-1.3 **Test Reports and Certification.** ADD the following:

The Contractor shall furnish asphalt in conformance with Caltrans “Certification Program for Suppliers of Asphalt.” Caltrans maintains the program requirements, procedures, and a list of approved suppliers at:

<http://www.dot.ca.gov/hq/esc/Translab/ofpm/fpmcoc.htm>

The Contractor shall prevent the formation of carbonized particles caused by overheating Asphalt during manufacturing or construction.

### 203-3.1.1 **Testing Requirements.** ADD the following:

Emulsified Asphalt for tack coat to existing asphalt pavement and contact with PCC surfaces shall be SS-1h slow setting anionic emulsion.

### 203-6.1 **General.** DELETE in its entirety and SUBSTITUTE with the following:

Materials incorporated in the work shall be manufactured, handled and used in compliance with Sections 400-4 of the Standard Specifications for Public Works Construction.

### 203-6.3 **Materials.** DELETE in its entirety and SUBSTITUTE with the following:

#### 203-6.3.1 **Asphalt.**

The asphalt concrete to be used will be as follows:

Base course - Type III Class B2 PG 64-10, finish course and overlay -1 1/2 –inch thick (minimum) Type III Class C2 PG 64-10.

#### 203-6.3.2 **Aggregate.**

Anti-Strip Agents:

When aggregate is found to be subject to stripping via prescribed test procedures, dry hydrated lime conforming to the requirements of ASTM C 207, or Type N portland cement conforming to applicable requirements, or other approved anti-strip agents shall be added. The other approved anti-strip agents are to be added in accordance with the manufacturer’s recommendations.

### **ADD:**

**203-6.3.4 **Paving Asphalt.**** The amount of liquid asphalt, by weight, to be added to the aggregate shall be as specified and determined by the City Engineer. The amount specified by the City Engineer shall be within the general range of percentages of the total mixed materials. The actual amount, however, will be determined through complete asphalt concrete mix design performed on materials intended for use on the project.

The allowable tolerance in percentage of asphalt content from that percentage specified by the engineer shall be  $\pm 0.3$  percent.



**203-6.4.1 General.** ADD the following:

The Contractor shall furnish the Engineer with a Job Mix Formula (JMF) for the asphalt concrete no later than two (2) weeks prior to actual placement of the material. The JMF shall indicate the percentage passing each specified sieve size and percent asphalt to be used for each asphalt concrete mixture to be incorporated in the work. The job mix formula (gradation), with allowable tolerance for a single test, shall be used for job control. Single test variation tolerance is shown below. In no event shall there be less than two (2) percent passing the No. 200 sieve.

**JOB MIX FORMULA GRADING TOLERANCE  
(FOR SINGLE TEST)**

<u>SIEVE SIZE</u>	<u>PERCENT</u>
No. 4	± 6
No. 30	± 5
No. 200	± 2
Asphalt, percent by weight of mix	± 0.3

The Engineer shall have the right to obtain samples for all materials to be used in the work and to test such samples for the purpose of determining specification compliance.

The Engineer reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The Engineer shall also have the right to inspect sources of materials to be used in the work to determine acceptability of procedures used by the material supplier.

**SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS**

**212-1 LANDSCAPE MATERIALS.**

**212-1.2 Soil Fertilizing And Conditioning Materials.**

**212-1.2.2 Manure.** DELETE in its entirety:

**212-1.2.3 Commercial Fertilizer.** ADD the following:

Pre-plant fertilizer shall be granular commercial fertilizer with not more than 6 percent total nitrogen; and not less than 20 percent available phosphoric acid and 20 percent soluble potash.

Post-plant fertilizer shall be 16-6-8 or approved equivalent with CA, FE, ZN, and MN and with the majority of nitrogen in non-ammoniac form to prevent acidification of soil.

Iron sulphate, iron shall be expressed as metallic-derived from sulfate-deep green (feso4•h2o) a minimum analysis of 200% and 98.3% retained on a 10 mesh screen.

Soil conditioner shall be granular, tri-c humate plus, a blend of humate and gypsum or approved equal, and shall contain 25% humic acids. It shall be free flowing, suitable for application with approved equipment and shall contain the minimum available percentages of 7% calcium and 5% sulphur.

**212-1.2.4 Organic Soil Amendment.** ADD the following:

Contractor shall supply the Resident Engineer with a 2 cu. ft. sample of the proposed amendment accompanied by Laboratory Analytical Analysis from an approved laboratory illustrating degree of compliance. Guarantee - wt./cu./yd. - 560#-820#. Nitrogen (organic or ammoniac) 0.5% pH (less than) 6.5. Salinity (ec x 10 at 25 c) = 2.5. Iron (fe) expressed as metallic 0.01%. Density - approximately 25 lb.cu.ft. Organic matter - 85%. A non-ionic wetting agent should be used. Properties: screen analysis: % retained on stacked screens - 1 mesh = 0.2%, 5 mesh = 36.6%, 8 mesh = 25.7%, 12 mesh = 30.7%, 32 mesh = 5.9%; remainder = 0.9%. (Shall be similar or equal to Wil Gro Life, A-1 Soils "Life Like", Loamex), or "Numex" by John Deere.

Type 4 organic soil amendment (hydromulch soil amendment) shall be 'Sarvon' liquid soil conditioner by Butler's Mill, or approved equivalent.

**212-1.2.6 Inorganic Soil Amendments.** To the City Supplement, ADD the following:

Soil sulfur. Soil sulfur shall be 99.5% elemental. Sizing on stacked screen shall be approximately: 8 mesh 4.3%; 20 mesh 7.8%; 50 mesh 46.9%; 100 mesh 39.3%; 200 mesh 1.7%.

**ADD:  
212-1.2.7**

**Herbicides and Pesticides.**

Herbicides and pesticides shall be used in their appropriate applications with strict adherence to manufacturers' specifications and instructions.

The Contractor shall obtain approval for any and all pesticide and herbicide use in writing from the Resident Engineer. All pesticides and herbicides shall be used in strict adherence to manufacturers' specifications and instructions, and shall be applied only by a licensed applicators.

Post-emergent herbicide for all areas shall be Round Up, Diquat, Montar, or approved equivalent, except for areas where it may contact standing or running water.

Post-emergent herbicide for all areas where herbicide may come in contact with standing or moving water shall be Aquamaster, Rodeo, or approved equal specifically approved for use near water bodies. These herbicides are approved for use within the riparian areas by the City and County of San Diego because it has been determined to be non-toxic to aquatic organisms. Other herbicides shall be approved by the City and County of San Diego prior to use on only the most noxious weeds, and only under the direct supervision of the Resident Engineer.

All herbicides shall be selected for suitability for the specific uses required, and shall be applied by a licensed pesticide applicator.

**212-1.4 Plants.**

**212-1.4.1 General.** DELETE in its entirety and ADD the following:

Contractor shall notify the Resident Engineer a minimum of 48 hours before each plant delivery so the Resident Engineer can schedule a review.

Availability: Within 2 weeks of the start of work, the Contractor shall place orders for all plant material in sufficient time to reserve or grow the plants for the project. No substitutions will be allowed.

Quality And Size: Plants shall be in accordance with the California State Department of Agriculture Regulations for Nursery Inspections of Rules and Grading. Nursery tags must be submitted to the Landscape Architect. Sizes shall conform to the dimensions indicated on the planting plan. All plants shall be reviewed and approved for acceptable size and quality by Engineer prior to planting.

All plants shall have a growth habit normal to the species and shall be symmetrical, typical for variety and species, sound, healthy, vigorous and free from insect pests, insect eggs, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other objectionable disfigurements.

All plants shall have normal well-developed branch systems, and vigorous and fibrous root systems which are neither root- nor pot-bound and are free of kinked or girdling roots.

1. Immediately upon award of contract for work in this section, locate and purchase or hold for purchase all trees required. Color photos of all trees shall be submitted to Engineer for approval a minimum of 15 days prior to delivery of the plants to the site. The Engineer reserves the right to reject any plant species upon conducting a physical inspection after delivery to the site.
2. Quantities: Quantities of all plant materials shall be furnished as needed to complete work as shown on the Drawings.
3. Inspection of plant materials required by City, County or State authorities, shall be the responsibility of the Contractor, and where necessary, permits or certificates shall have been secured prior to delivery of plans to site. Photos may be submitted by the Contractor for initial review of the plants prior to shipment to the project site.
4. The Resident Engineer is the sole judge as to acceptability of each plant. Vigorous, healthy, well-proportion plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing signs of decline or lack of vigor are subject to rejection. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the special conditions or drawings. Plants larger in size than specified may be used with the approval of the Resident Engineer, but the use of larger plants will make no change in contract price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.

5. **Rejection Or Substitution:** The Resident Engineer reserves the right to reject any plant material found to be defective or not in conformance with plans and specifications. Plants shall be subject to inspection and approval or rejection at the project site at any time before or during progress of work, for size, variety, condition, latent defects, and injuries. All plants not conforming to the requirements herein specified shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site and replaced with new plants by the Contractor at his expense. Rejected plant material shall be replaced within one week of written notice, unless otherwise approved by the Resident Engineer.
6. Substitutions will not be permitted except if proof is submitted that any plant specified is not obtainable, then a proposal will be considered for use of the nearest equivalent size or variety and cost. All substitutions are subject to Resident Engineer's written approval.
7. **Right To Changes:** The Resident Engineer reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes do not exceed the cost of plants in the original bid, and with the provision that the Contractor shall be notified, in writing, at least thirty (30) days before the planting operation has commenced.

**212-1.4.2 Trees.** ADD the following:

1. All trees (24" box, 36" box) shall:
  - a) Be of the specified type and size as indicated on the Drawings, selected from high quality, well-shaped and proportioned Southern California-grown nursery container stock. Field grown stock grown in climatic regions which are different (as determined by the Resident Engineer) to those conditions found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.
  - b) Have grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a root bound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.
  - c) Have a main leader branch and not have a co-dominant branching structure, unless the tree is intended to be multi-trunk.
  - d) Be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.

**212-1.5.3 Tree Stakes.** First paragraph, REVISE the second sentence to read as follows:

Tree stakes shall be two (2) inch diameter lodge pole pine of lengths required, pointed on end, and minimum 10' in length

**ADD:**

**212-1.5.4**

**Tree Ties.** Tree ties shall be commercially manufactured of virgin flexible vinyl meeting ASTM-D-412 standards for tensile and elongation strength. Material shall be manufactured with a double back locking configuration and secured with one galvanized nail to prevent slippage. Material shall be ultraviolet resistant. Minimum length shall be twenty (20) inches. Tree ties shall be "Cinch-Tie" by V.I.T., or approved equivalent.

**ADD:**

**212-1.10**

**PVC Pipe for Tree Standpipe.** PVC Pipe for tree standpipe shall be perforated Poly vinyl chloride Schedule 40 (perforated PVC pipe) meeting ASTM D 2729. Tee fittings shall be solvent weld type, hub x hub x hub, Sch 40 PVC (NDS 4P01 or approved equal). Conform to ASTM E-3004, D-2751, and D-2729.

**ADD:**

**212-1.11**

**Perforated Corrugated Drain Line.** Perforated pipe for tree watering assembly shall be perforated flexible corrugated black High Density Polyethelene Pipe (HDPE) manufactured for use as a drain line. The pipe shall be supplied with a non-woven spun bonded filter sleeve to protect pipe from soil intrusion.

**ADD:**

**212-1.12**

**Drain Grate.** Drain Grate shall be 4" round flat topped drain grate black color, constructed of molded structural foam Polyolefin grade with UV inhibitor, and open surface area of 3 square inches or greater. (NDS 11 or approved equal.)

**212-2**

**IRRIGATION SYSTEM MATERIALS.**

Contractor shall supply all materials and labor necessary to provide water to the proposed plants within the area of work throughout the duration of the project construction and plant establishment period and shall maintain the plants in vigorous growing condition. Methods of providing water shall be approved by the Resident Engineer.

**SECTION 213 – ENGINEERING FABRICS**

**213-1.1**

**General.** ADD the following:

The pavement fabric material shall have a proven record that it can be recycled and milled via written documentation from milling contractors and recycling facilities.

The pavement fabric material shall be TruPave Paving Mat, Manufactured by Owens Corning or an approved equal.

For materials submitted as "or equals," the Contractor shall provide project lists showing placement of the "or equal" material on at least five years of projects in California prior to the current year. Materials not meeting all requirements shall not be considered.

The material must be "a single layer non-woven paving mat" in accordance with ASTM D-7239-06, Type 1 Classification (Section 4.1.1). Material must be made available in up to 12 ½ft widths.

## ADD: SECTION 218 - SITE FURNISHINGS

### 218-1 TREE GRATES.

**218-1.1 General.** Tree grates material shall be cast gray iron from 100% recycled material. All tree grate castings shall be manufactured true to pattern and component parts, and shall fit together in a satisfactory manner. The castings shall be of uniform pattern and quality, free from blowholes, hard spots, shrinkage, distortion or other defects. Castings shall be cleaned by shot blasting.

**218-1.2 Tree Grate Manufacturer.** Tree grates, frames and hardware assembly shall be located and furnished as shown on the Plans. Tree grate assembly shall be the following:

**Product:** Model No: OT TITLE-24 3' X 6' RECTANGULAR, ADA compliant, with two 2-1/2" diameter tree staking cut-outs (located 1'-6" clear from center of tree opening to each cut out, centered on frame), and one-piece steel tree-grate frame unit, or approved equivalent. Provide staking hole cover – bolt to underside of tree grate (offset from hole to allow staking) with stainless steel bolt/nut.

**Finish:** Raw cast gray iron meeting ADA requirements.

**Hardware:** Anti-pilfer hardware shall be finished to attach tree grate to frame.

**Frames:** Frames shall be for standard new construction and have pre-attached anchor tabs prior to delivery to site. Each frame shall be 'cast in place' with new concrete sidewalk, curb and gutters, as indicated on the drawings.

**Manufacturer:** Urban Accessories, Contact: Suzanne Anderson, (760) 510-1886.

## SECTION 300 - EARTHWORK

### 300-1 CLEARING AND GRUBBING

**300-1.3 Removal and Disposal of Materials.** ADD the following:

The Contractor shall remove all debris from the project site by the end of each work day.

**300-1.3.1 General.** ADD the following:

The Contractor shall remove all items indicated on plans and as necessary to complete the work and/or as may be directed by the Resident Engineer, to the satisfaction of the Resident Engineer.

The Contractor shall submit proposed salvage, demolitions, and removal procedures for approval before work is started. Procedures shall provide for careful removal and disposition of materials specified for salvaging, coordination with other work in progress, a disconnection schedule of all utility services, a detailed description of methods and equipment to be used for each operation and of the sequence of operations.

Vehicle and Equipment Storage and Maintenance Area. Payment will be considered as included and made to the contractor at the contract bid price for Mobilization. Payment will include the installation, maintenance, relocation (as deemed necessary by the Contractor) and removal and disposal of all materials resulting from the use of the area.

**300-1.3.2 Requirements.**

To the City Supplement, item d) Removal and Disposal of Railroad Tracks, REVISE title to read as follows:

e) Removal and Disposal of Railroad Tracks.

ADD the following:

f) Bollard Removal: The removal of the bollards as shown on the plans shall include all required excavation and disposal of material below the surface as necessary to allow for the proper removal of the bollards and provide for proper installation of the proposed improvements.

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

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

ADD the following:

7. The lump sum price for Clearing and Grubbing shall include root pruning, removal of all miscellaneous concrete, pavement, curb and gutter, berm, sidewalk, removal and disposal of any trees with a trunk less than 6”, landscaping, and bushes and all other existing improvements that are shown on the plans for removal, directed by the Resident Engineer to be removed, or otherwise required to perform the work. Payment for the removal of trees with a trunk equal to or greater than 6” shall be included in the contract price for Tree Removal and Disposal.

**300-2 UNCLASSIFIED EXCAVATION.**

**300-2.9 Payment.** ADD the following:

The contract unit price bid for Unclassified Excavation shall include full compensation for all cost necessary for excavating / grading pavement sections, excess dirt behind new sidewalks and driveways including the removal, sloping, grading, compaction, rounding tops and ends of excavation, treatment, storage, stockpiling, transportation within the project side, loading, disposal, export, and hauling of unsuitable, wet, or surplus material off site.

**300-4 UNCLASSIFIED FILL.**

**300-4.9 Measurement and Payment.** DELETE in its entirety and SUBSTITUTE with the following:

Fill work shall include over-excavation and re-compaction of existing subgrade soils to achieve subgrade compaction prior to the placement of fill, placement, and filling and grading, stockpiling, loading, and hauling to final location and disposing of surplus material at a legal disposal site and all work included with this Section and Section 300-2.

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

**301-1.3** **Relative Compaction.** DELETE in its entirety and SUBSTITUTE with the following:

Subgrade material shall consist of approved earth material, free of trash or debris, roots, vegetation, or other deleterious materials determined to be unsuitable by the Resident Engineer. Additionally, subgrade material shall be free of rocks or lumps of soil in excess of three inches in maximum dimension.

Compaction shall be obtained just prior to placing the base material. The compacted sub grade will be proof rolled with a loaded water truck of not less than 4000-gallon capacity to identify yielding subgrade areas. In the areas that are identified as yielding, the Contractor shall perform additional excavation of native soil below the depth of the structural section, and placement and compaction of aggregate base will be required. Additional over-excavation and placement of aggregate base in yielding areas will be paid for under Unclassified Excavation and Construct Cement-Treated Base bid items (“Construct CTB”) as indicated in the bid schedule, and no additional compensation shall be made therefore.

If the material at subgrade is unstable due to high moisture content, the Contractor shall remove the material to a depth of one foot and place additional bedding of base at not less than 95% relative compaction to re-establish the subgrade. Payment for such additional removal of material at subgrade with high moisture content (in excess of 6” below the bottom of the pipe) and placement of additional bedding of base at not less than 95% relative compaction to re-establish the subgrade, if made, shall be included in the other items of work, and shall include all labor and material necessary to remove the material to a depth of one foot and place additional bedding of base at not less than 95% relative compaction to re-establish the subgrade, complete in place, including additional geotextile fabric, and no additional compensation will be allowed. The Contractor may provide other methods of subgrade stabilization upon approval of the Engineer.

### **SECTION 302 – ROADWAY SURFACING**

**302-3** **Preparatory Repair Work.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**302-3** **Preparatory Repair Work.**

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.



2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2” for Residential streets, and a minimum depth of 3” for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2” for residential streets, and a minimum of 3” for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10” below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, “Crushed Aggregate Base.”
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Crushed Miscellaneous Aggregate Base.”
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 “Tack Coat.”
7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, “ASPHALT CONCRETE PAVEMENT.” Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, “ASPHALT CONCRETE.”
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 “Density and Smoothness.” After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4” wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4’ x 4’ and shall be subject to the following conditions:
  - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, “SUBGRADE PREPARATION.”
  - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, “Crushed Aggregate Base.” Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Crushed Miscellaneous Base.”

- c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
- d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

**302-3.1 Asphalt Patching.**

- 1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
- 2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
- 3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
- 4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
- 5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
- 7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
- 8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 9. Base repairs shall not exceed 20% RAP in content.

**302-3.2 Payment.**

- 1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.

2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

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

**302-5.1.2 Measurement and Payment.** To the City Supplement, DELETE in its entirety.

**302-5.9 Measurement and Payment.** To the City Supplement, ADD the following:

The price per unit for Speed Cushions / Lumps shall include full compensation necessary to complete the work per plans, specifications and directed by the engineer. The speed cushions / lumps are to be constructed per construction detail included in Appendix G of this contract. This includes but is not limited to: excavation, forming, striping required on the speed cushion / lump as shown on the construction detail in Appendix G.

**302-6.8 Measurement and Payment.** To the City Supplement, ADD the following:

The price shall constitute full compensation for the preparation of subgrade.

**ADD:**

**302-7.5 Engineered Paving Mat.**

**302-7.5.1 General.**

**CONSTRUCTION REQUIREMENTS.**

The engineered paving mat shall be stored as per the manufacturer's recommendations in a dry covered condition free from dust, dirt and moisture. The engineered paving mat shall be installed in accordance with the manufacturer's specifications and this specification. Where a conflict exists between the specifications, the more stringent specification will apply. A copy of the manufacturer's specifications shall be provided to the engineer at the pre-construction meeting or no later than five working days prior to installation.

The surface on which the engineered paving mat is to be placed shall be reasonably free of dirt, water, vegetation or other debris. The engineered paving mat shall be placed on a drainable surface, and any rutting or low spots in the pavement shall be removed by milling or by the use of a leveling course as shown on the plans. Cracks exceeding 1/4 inch in width shall be filled with suitable crack filler. Potholes shall be properly repaired as directed by the engineer. Fillers shall be allowed to cure prior to placement of the engineered paving mat.

Neither the asphalt binder nor the engineered paving mat shall be placed when weather conditions, in the judgment of the engineer, are not suitable. Air and pavement temperatures shall be sufficient to allow the tack coat to hold the engineered paving mat in place. The air temperature shall be 50 F and rising for placement of the asphalt tack coat.

The application rate of tack coat shall be .20 gal/SY +/- .03 gal/SY. This application rate is necessary for an effective moisture barrier. Tack coat application rate shall be sufficient to satisfy the asphalt retention properties of the engineered paving mat and to bond the engineered paving mat and HMA overlay to the existing pavement.

Application of the tack coat shall be by a calibrated distributor truck spray bar. Emulsified Asphalt shall not be allowed. Temperature of the tack coat shall be sufficiently high enough to permit uniform spray pattern and shall be between 300° F and 400° F. It is recommended that tack coat be at least 325° F.

The target width of the tack coat application shall be the engineered paving mat material width plus 4 inches. Tack coat application shall be wide enough to cover the entire width of engineered paving mat material overlaps. The tack coat shall be applied only as far in advance of the engineered paving mat material installation as is appropriate to ensure a tacky surface at the time of the engineered paving mat material placement. Traffic shall not be allowed on the tack coat.

The engineered paving mat shall be placed onto the tack coat with minimum folds or wrinkles and before the tack coat has cooled and lost tackiness. As directed by the engineer, wrinkles or folds in excess of 1 inch shall be slit and laid flat or pulled out and replaced. In these repaired areas, additional tack coat shall be applied as needed to achieve a sound bond to the substrate. Damaged engineered paving mat shall be removed and replaced, per the manufacturer's recommendations, at the contractor's expense with the same type of material.

Brooming, squeegee or pneumatic rolling shall be used to remove any air bubbles and to maximize engineered paving mat contact with the pavement surface and shall be done in accordance with the manufacturer's specifications and to the satisfaction of the engineer.

Excess tack coat that bleeds through the engineered paving mat under normal construction traffic shall be countered by broadcasting clean sand or hot mix to create a bond break between the excess tack and the construction equipment tires. If sand is applied, any excess sand shall be removed from the interlayer prior to placing the HMA overlay. No other material, such as asphalt release agents or diesel, shall be used for this purpose.

No traffic, except necessary construction traffic or emergency vehicles, shall be driven on the engineered paving mat, unless approved by the engineer. If traffic on the interlayer is approved by the engineer, clean sand shall be lightly broadcasted over the engineered paving mat interlayer, and any loose sand shall be removed prior to paving.

Placement of the first lift of the HMA overlay shall closely follow placement of the engineered paving mat. All areas in which the engineered paving mat has been placed shall be paved during the same day, unless approved otherwise by the engineer. In the event of rainfall on the engineered paving mat prior to the placement of the first HMA overlay lift, the engineered paving mat shall be allowed to dry before the HMA is placed. The compacted thickness of the first lift of the HMA overlay on the engineered paving mat shall not be less than 1.5 inches, and the temperature of the mix at placement shall not exceed the engineered paving mat melting point temperature. Where the total HMA overlay thickness is less than 1.5 inches, engineered paving mat shall not be placed.

### **QUALITY CONTROL**

A manufacturer representative shall be present, at minimum, for the first two days of installation of the engineered paving mat and available thereafter upon request by the engineer. Please Contact Rueben Mehren- Continental Western Transportation Co. 858-268-1151 for quality control and assurance (assuming TruPave is used).

- 302-7.5.2 Measurement and Payment.** Payment for Engineered Paving Mat (TruPave or approved equivalent) shall be made at the unit square yard price and shall include all labor, tools, equipment, incidentals and material necessary to install the Engineered Paving Mat (TruPave or approved equivalent) complete in place, and no additional compensation will be allowed.

### **SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**

- 303-5 Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways.**

- 303-5.9 Measurement and Payment.** ADD the following:

Payment for square feet of PCC Sidewalk shall include full compensation for all labor, materials, excavation, grading, equipment, and incidentals required to install PCC Sidewalks, and Private Walks, per plan, per specifications, and as directed by the Resident Engineer.

Payment for square feet of Driveway per SDG-159 and SDG-162 (including portion behind back of sidewalk) shall include full compensation for all labor, materials, excavation, grading, equipment, and incidentals required to install Driveways, per plan, per specifications, and as directed by the Engineer.

Payment for square feet of SDG-159 and SDG-162 driveway shall include all PCC area behind the curb & gutter and from the beginning of the 2:1 transition from a 5' sidewalk to the end of the transition back to a 5' sidewalk.

Payment for square feet of SDG-162 driveway shall include all PCC area behind curb & gutter and bound by border groves.

Curb and gutter adjacent to driveways is to be paid for in curb and gutter bid item.

Payment for linear feet of Type “G” Curb & Gutter per SDG-151 shall include full compensation for all labor, materials, grading, equipment, and incidentals required to install curb and gutter in all locations including adjacent to driveways, per plan, per specifications, and as directed by the Engineer.

The lump sum price for Concrete Steps and handrails shall include full compensation for all labor, materials, excavation, grading, equipment, and incidentals required to install Concrete Steps and handrails, per plan, per specifications, and as directed by the Engineer.

**303-5.10 Curb Ramp Construction**

**303-5.10.1 Installation.** ADD the following:

The curb ramp work will conform to the requirements of Section 303-5 of the Green Book as modified herein. The work will consist of the following:

The Contractor shall be solely responsible for means and methods for laying out and verifying all proposed curb ramps’ and appurtenances’ grades, including all associated sidewalks, curbs, and gutter plates, in accordance with the City of San Diego Standard Drawings and as indicated in the construction documents. The final grades for all constructed curb ramps and appurtenances shall not exceed maximum grades indicated in City of San Diego Standard Drawings and the construction documents. There shall be no construction tolerances allowed. Any curb ramps or appurtenances constructed in excess of maximum grades as indicated in the aforementioned documents shall be removed and replaced at the Contractor’s sole expense.

Removal and disposal of AC pavement, existing concrete including curb and gutter or portion of spandrel as occurs, and sidewalk necessary to construct the ramp shall be made as straight edges and by the full depth saw cutting only. Removal limits shall be agreed to in writing prior to the saw cutting operation for each ramp location.

The Contractor shall submit traffic control Working Drawing including pedestrian access through construction zone with the approved signage in accordance with 2-5.3, “Submittals.” The Contractor shall notify residents adjacent to the construction area at least 5 Working Days prior to any sidewalk or Driveway demolition. The Contractor may demolish those curb ramps that can be replaced within the same Working Day.

**303-5.10.2 Payment.** ADD the following:

Payment to construct curb ramps will be made at the contract unit price per each, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in providing and constructing the curb ramps including removal of and construction of curb, curb and gutter, cross gutter spandrel, alley apron, AC pavement, berm and sidewalk, removal of existing ramps and sidewalk associated with ramp construction and construction of curb, gutter and sidewalks in place, as necessary to achieve ADA compliant grades (regardless of replacement limits shown on plans) and construction staking complete in place as specified in the special provisions and as directed by the Engineer. The payment for curb ramps shall include the detectable warning tiles.

## **SECTION 304 - METAL FABRICATION AND CONSTRUCTION**

### **304-3.4 Measurement and Payment.**

Payment for LF of relocation of iron fence and gate with new posts shall include full compensation for all labor, materials, demolition, disposal, excavation, grading, new posts, relocation of iron fence and gate, and incidentals required to install fence per plan, per specifications, and as directed by the Engineer.

Payment for LF of removal and replacement of masonry and wood fence with gate shall include full compensation for all labor, materials, demolition, disposal, excavation, grading, new masonry blocks, new wood fence members, salvage gate and hardware of gate and reinstall gate with new wood members, and incidentals required to install fence per plan, per specifications, and as directed by the Engineer.

Salvaging shall include the removal, disassembly, preparation, marking, bundling, packing, tagging, hauling and stockpiling of salvaged materials or facilities as directed by the Engineer. Materials designated to be salvaged or reused that are damaged, as determined by the Engineer, shall be segregated from undamaged material. The damaged material shall become the property of the Contractor and shall be disposed of in conformance with these Special Provisions. Materials to be salvaged or reused that are damaged as a result of the Contractor's operations and must still be reused shall be repaired by the Contractor, at the Contractor's expense, to the satisfaction of the Engineer. Materials that must be reused that are damaged beyond repair as a result of the contractor's operations shall be disposed of and replaced at the Contractor's expense.

### **304-5 Payment.** To the City Supplement, ADD the following:

The payment for signing shall include full compensation for the labor, materials, equipment for the removal of existing signs, relocation of existing signs, and installation of new signs as indicated on the plans and necessary to complete the work and/or as may be directed by the Engineer. These signs include but are not limited to: advance warning signs, stop signs, speed cushion signs (as shown on construction detail in Appendix G), speed limit signs, school signs, and any other roadway signs as indicated on the plans or directed by the Engineer.

**SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION**

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

<b>OLD SECTION NUMBER</b>	<b>TITLE</b>	<b>NEW SECTION NUMBER</b>
<b>306-1.8</b>	<b>House Connection Sewer (Laterals) and Cleanouts</b>	<b>306-1.9</b>
<b>306-1.7.1</b>	<b>Payment</b>	<b>306-1.9.1</b>
<b>306-1.7.2</b>	<b>Sewer Lateral with Private Replumbing</b>	<b>306-1.9.2</b>
<b>306-1.7.2.1</b>	<b>Location</b>	<b>306-1.9.2.1</b>
<b>306-1.7.2.2</b>	<b>Permits</b>	<b>306-1.9.2.2</b>
<b>306-1.7.2.3</b>	<b>Submittals</b>	<b>306-1.9.2.3</b>
<b>306-1.7.2.4</b>	<b>Trenchless Construction</b>	<b>306-1.9.2.4</b>
<b>306-1.7.2.5</b>	<b>Payment</b>	<b>306-1.9.2.5</b>
<b>306-1.7.3.6</b>	<b>Private Pump Installation</b>	<b>306-1.9.2.6</b>
<b>306-1.7.3.7</b>	<b>Payment</b>	<b>306-1.9.2.7</b>

**306-1.1 Trench Excavation.**

**306-1.1.1 General.** ADD the following:

Excavation shall include the removal of all excess excavated materials and all water and materials of any nature, which interfere with the construction work. When the actual elevation or position of any existing pipe, conduit, or other underground appurtenances, which is shown on the Plans, cannot be determined without excavation the Contractor shall excavate and expose the existing improvement. Such excavation shall be considered as part of the excavation necessary for the open trench work and no additional compensation will be made therefore. The Engineer shall be given the opportunity to inspect the existing improvement when it is exposed. Any adjustments in line or grade, which may be necessary to accomplish the intent of the Plans, shall be made with the direction and approval of the Engineer, at no additional cost. Continuation of pipeline installation or structure construction for the remainder of project shall proceed only after Engineer provides necessary design adjustments.

Contractor shall excavate and expose the existing improvements (potholes) at the locations as marked on the ground and any other locations deemed necessary by the Engineer. Such excavation shall be performed as part of the storm drain construction project. However, said utility potholing shall be performed far enough in advance of the storm drain pipe installation operation so as to allow the Engineer at least two (2) working days to redesign the storm drain alignment, if so required, due to an unforeseen utility conflict. Failure to pothole all known existing utility crossings in advance of the open trench pipe and structure installation, to confirm their exact depth and location, shall not relieve the Contractor from the obligation to provide the Engineer adequate time for potential redesign or expose the City to



any potential claims for related delays or related reconstruction of affected portions of storm drain improvements in the event that they are required to be constructed in a new alignment or profile. All costs for potholing operations adequately in advance of the open trench storm drain pipe and structure installation shall be included in the prices bid for pipe or related structure construction.

Pothole for utilities as detailed herein or locations selected by the Engineer shall be considered as part of the excavation necessary for the work, and no additional compensation will be made therefore.

All trenches on the 5011 Holly Drive property for the storm drain construction should be patched up at the end of each day to provide for a functional parking lot. As stated in Section 6-2.1, no work shall take place on the 5011 Holly Drive property, specifically the storm drain work in the parking lot, on Wednesdays and Sundays.

**306-1.1.2 Maximum Length of Open Trench.** DELETE the first sentence of the first paragraph and SUBSTITUTE with the following:

Except by permission of the Engineer, the maximum length of open trench where prefabricated pipe is installed shall be the distance necessary to accommodate the amount of pipe installed in a single day. Opening up more trench than pipe can be completely installed in one day shall not be allowed.

**306-1.1.3 Maximum and Minimum Width of Trench.** DELETE the last two paragraphs and ADD the following:

For all pipe sizes, the minimum trench width shall be the outside diameter of the pipe plus sixteen inches, and the maximum trench width shall be the outside diameter of the pipe plus twenty-four inches.

**306-1.1.5 Removal and Replacement of Surface Improvements.** DELETE in its entirety and SUBSTITUTE with the following:

Bituminous pavement, concrete pavement, curbs, sidewalks, or driveways removed in connection with construction shall be removed in accordance with Subsection 300-1.3 of the Standard Specifications and these Special Provisions and reconstructed in accordance with Section 302 or Section 303 of the Standard Specifications and these Special Provisions.

**306-1.2 Installation of Pipe.**

**306-1.2.1 Bedding.**

**306-1.2.1.1 General.** DELETE the last two paragraphs and SUBSTITUTE with the following:

The Contractor shall not perform open trench operations until storm drain pipe is present on-site. Trenching while pipe sections are in transit shall not be allowed.

The trench bottom shall be graded to provide a smooth, straight, firm and stable foundation at every point throughout the length of the pipe. At each joint in the pipe, the bedding shall be recessed in such manner as to relieve the bell, or coupling, if any, from all loads and to ensure continuous bearing along the pipe barrel. The recess shall be large enough to allow jointing of the pipe without foreign material entering the pipe.

If any trench, through the neglect of the Contractor, is excavated below the grade required by the Plans, Standard Specifications, and/or these Special Provisions, it shall be refilled to grade with additional acceptable bedding per these special provisions. Additional bedding shall be ¾-inch crushed rock in accordance with Section 200-2 of the Standard Specifications and these Special Provisions. The excess excavation and the additional bedding shall be at no expense to the City.

The trench bottom shall be over-excavated at least 6-inches below the proposed grade of the bottom of the pipe. The trench shall then be refilled with 3/8" crushed aggregate and graded to provide a smooth, firm, and stable foundation along the entire length of the pipe. At each pipe joint, the bedding material shall be recessed so the pipe may be readily assembled and in such a manner as to relieve the bell or coupling from all load when assembling the joint and prevent foreign material from entering the pipe.

The pipe shall be encased with a minimum of 6 inches below and 12 inches above with bedding material. Bedding material shall be 3/8" crushed aggregate.

**306-1.2.2 Pipe Laying.** DELETE the last sentence of the second paragraph, and the ninth, tenth, and last paragraph and SUBSTITUTE with the following:

In the event obstructions are encountered during the progress of the work, which require a deviation from the line and grade shown on the Plans, the Resident Engineer shall have the authority to change the Plans and order the necessary deviation from the line or grade. Contractor shall not make any deviation from the specified line or grade without approval by the Resident Engineer.

All surface or groundwater shall be prevented from entering the pipe and shall be removed from the trench in an approved manner.

**306-1.3 Backfill and Densification**

**306-1.3.1 General.** ADD the following:

Backfill is the material placed above the pipe zone, starting at the top of the bedding material. Soil removed from the excavation can be used for backfill, provided cobbles and boulders exceeding three inches in maximum dimension, and any organically contaminated soils, are removed. Imported material to be used for backfill shall not contain rocks, greater than three inches in maximum dimension or organic debris, and shall have a sand equivalent of 30 or greater.

All trench backfill shall be compacted to 95% relative compaction minimum in the top one foot of the backfill. The rest of the trench backfill and bedding shall be compacted to 95% relative compaction minimum. Jetting of backfill shall not be allowed.

**306-1.5 Trench Resurfacing**

**306-1.5.1 Temporary Resurfacing.** DELETE the last two paragraphs SUBSTITUTE with the following:

In the event the use of steel plating is necessary, the Contractor shall grind pavement (in areas of existing pavement) to a depth equal to the thickness of the steel plate used. Grinding limits shall encompass the width of the plate so as to create a flush surface transition. Temporary asphalt ramps at steel plates shall not be allowed.

Payment for all materials used by the Contractor or ordered to be placed by the Engineer, including that used to maintain the temporary resurfacing until the permanent resurfacing is placed, will be considered to be included in the other items of work.

**306-1.5.2 Permanent Resurfacing.** ADD the following:

Existing paved surfaces shall be cut 6 inches back beyond the edges of the trenches to form neat square cuts after backfill and before repaving is commenced. Should it be necessary to increase the width of permanent resurfacing due to pavement deterioration beyond areas within the trench, a secondary saw-cut and additional pavement removal may be required by the City prior to final patching of the pavement. Removal of such additional pavement areas will be included in the other bid items, and no additional compensation shall be made therefore.

Base material and pavement shall be compacted by means of a 2-wheel vibratory roller to assure uniform compaction to the saw-cut line of the paved surface.

**306-1.6 Basis of Payment for Open Trench Installation.** DELETE the second and third paragraphs and SUBSTITUTE with the following:

The price per linear foot for all storm drain pipe to be constructed by open trench operations shall be considered as “complete and in place” and shall be full compensation for all fittings; the excavation of the trench; the preparation of sub-grade; potholing and support of existing utilities placing and joining pipe; bedding, backfilling, and compacting the trench; trench plates, temporary and permanent asphalt concrete resurfacing; required trench-related cold-planing of existing pavement; replacement of all interfering surface improvements for which a bid item was not included; and all other work necessary to install the pipe by open trench, complete in place and no additional compensation shall be allowed therefore.

Payment for trench shoring and bracing shall be made at the contract lump sum price and shall include full compensation for all labor, materials, tools, equipment and all costs relating to trench safety and shoring of excavations including temporary steel plating, temporary AC paving, all costs for obtaining said permit from the Division of Industrial Safety as described herein and all costs for additional customized structural calculations required by the contemplated improvements, and no additional compensation shall be allowed therefore.

ADD the following:

Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

**306-22 Pipe Fusion.** DELETE in its entirety.

## SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

### 308-2.3.2 Fertilizing and Conditioning Procedures. ADD the following:

Once rough grading has been accomplished, a minimum of (4) four soil samples from different representative areas of site shall be taken from areas approved by the Resident Engineer and a soil analysis performed to determine nutrient and mineral content, compositional characteristics, permeability, and existence of possible toxic elements. Soil test shall be conducted by a reputable agricultural soils laboratory approved by Resident Engineer. Analysis shall include recommendations for amending or correcting soil conditions. Results of soil analysis shall be received by Resident Engineer thirty (30) days prior to amending or soil and ordering amendments.

Based on the soils test results, the quantity or type of amendments may be modified by the Resident Engineer within 14 days of receipt of analysis.

### 308-4 PLANTING.

#### 308-4.1 General. ADD the following:

The Contractor shall be responsible for managing the site and performing planting, maintenance and corrective measures to the best advantage of the plant material to promote healthy growth, establishment and success of the plantings. This shall include providing for drainage, irrigation, repair of damaged features, correction of deleterious conditions, maintaining a proper soil moisture level, weeding, fertilization, protection, temporary measures to promote establishment and other reasonable maintenance and construction efforts needed to provide for the successful establishment of the plant materials during the entire contract period.

The Contractor shall not install planting as shown in the plans when it is obvious in the field that conditions exist which are detrimental to plant survival and growth. Such conditions shall be brought to the attention of the Resident Engineer. The successful establishment of the plantings during the entire contract period is the Contractor's responsibility.

Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the Resident Engineer / Landscape Architect. No planting shall be done in any areas until it has been satisfactorily prepared in accordance with these specifications. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the Resident Engineer / Landscape Architect and his decision shall be final. The Contractor shall obtain approval from the Landscape Architect of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

Percolation Test: Prior to installing plants, Contractor shall perform a minimum of three percolation tests in representative areas of the site to verify acceptable natural drainage for planting pits. Tests shall be performed as follows:

- 1) Dig a pit 2' x 2' x 2' deep.
- 2) Fill with water to top and cover with plywood and barricade to protect pedestrians.
- 3) Make daily observations noting the depth of water each day.
- 4) Report to the Resident Engineer the length of time that the water takes to drain completely from each hole. If water drains from the hole within one day, refill with water. Based on this test, the Resident Engineer will make a determination of whether additional drainage measures will be required for boxed size tree plantings.

No plants shall be installed until percolation tests have been observed by the Resident Engineer and a determination made that no further drainage measures are required.

Planting shall not be performed if plant pits contain standing water, or if pits are over saturated to a condition which may result in an unhealthful condition for the plant. It is the Contractor's responsibility to provide a suitable growing condition for the plant material and to maintain that condition throughout the entire contract period.

If requested by the Contractor, the Resident Engineer will have the Landscape Architect Consultant visit the nursery from which trees are procured to inspect the trees prior to delivery to the site. The Contractor shall reimburse the City for all time spent driving to and from the nursery and inspecting the trees at an hourly rate of \$120/hour or fraction of hour.

It is in the Contractor's interest to have the Resident Engineer visit the nursery and inspect the Contractor's selected trees prior to delivery to the site. This may prevent extra shipping expenses to the Contractor for trees delivered to the site, but subsequently rejected by the Resident Engineer. This does not preclude the Resident Engineer from rejecting any trees delivered to the site which, upon inspection at the site, do not meet the criteria for acceptance as previously outlined.

After approval and transportation, and upon arrival at the construction site, the Resident Engineer will inspect the plants for any damage that may have occurred in transit. Plants that have been damaged in transit may be rejected at no cost to the City in accordance with the Project Special Technical Provisions, Section 212-1.4.1.

**308-4.2 Protection and Storage.** ADD the following:

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

**ADD:**

**308-4.2.1**

**Existing Tree, Shrub and Ground Cover Protection.** The work is to be performed in areas of existing planting and irrigation. The Contractor shall take precautions to minimize the disturbance to adjacent planted areas and is required to replace in kind any irrigation or planting disturbed by the work.

Identify and protect from damage all individual plants and areas of planting to remain by appropriate means. The Contractor shall provide equivalent size replacement plants in the event that the death or decline of existing plants to remain is attributable to the Contractor's negligence or lack of protection as determined by the Resident Engineer.

No storage of construction equipment or construction materials, nor stockpiling of soil or debris shall be placed within 1'-0" from the trunk for every 1" caliper of any existing tree.

All plants to remain on-site shall be watered and irrigated as necessary during the entire construction contract to provide for the health of the plant. Any plants required to be removed, boxed and set aside for future installation shall be watered, and maintained by the Contractor in a healthy condition until replanted or until the end of the maintenance period.

The pruning and trimming of the limbs and roots of plant materials to remain within the project scope shall be done by tradesmen experienced in this type of work. The removal of any limbs, branches, and roots shall be done only after conferring with the Resident Engineer.

**ADD:**

**308-4.2.2**

**Excavation Adjacent To Existing Trees, Shrubs, and Ground Cover to Remain.**

Trenching within the drip line of trees and shrubs shall be avoided. It is the intent of the plans that the Contractor provides an alternate routing of trenching to avoid cutting through roots of existing trees. Contractor shall markout proposed routing of trenching around tree root systems for review and approval by the Resident Engineer, prior to performing the trenching work.

Where it is necessary to excavate in close proximity to existing trees and shrubs, all possible caution shall be exercised to avoid injury to roots and trunks. In the event it is necessary to cut the roots of an existing tree, the tree shall be pruned prior to excavation to reduce the foliage volume by the same percentage as the approximate percentage of roots removed. Pruning of trees on private property shall not be done without written permission of the property owner.

Excavation within the drip line of the tree shall be done by hand, tunneling under roots 1" in diameter and larger, and shall be done only on the approval of the Resident Engineer and Landscape Advisor. The exposed roots of trees shall be covered and shaded by moist burlap or canvas until the trench is backfilled.

**308-4.6**

**Plant Staking and Guying.**

**308-4.6.2**

**Method B Tree Staking (Double Stake).** DELETE in its entirety and SUBSTITUTE with the following:

All 15 gallon, 24" box and 36" box size trees shall be double staked. Refer to section 212-1.5.3 of these addenda for approved staking materials and guying materials.

The tree shall be staked with the type and length of stake specified on the plans or in the special provisions. One stake shall be placed 450 mm (18 inches) from each side of the tree trunk, unless directed otherwise by the Resident Engineer. Ties shall be made of 25 mm (1-in) or wider flexible plastic ribbon material having a minimum tensile strength of 2.2 kN (500 pounds). Four ties shall be used; two at 50 mm (2 in) from the top of each stake and two at 0.6 m (2 ft.) above the ground. Ties shall be loops secured to the stake on one end and shall be long enough to provide for 75 mm (3 in.) of slack to permit the tree trunk limited movement in any direction.

Payment for tree staking shall be included in the unit price paid for trees and no separate payment will be allowed therefore.

### **308-5 IRRIGATION SYSTEM INSTALLATION.**

#### **308-5.1 General.** DELETE in its entirety and ADD the following:

An irrigation system is not part of the work of this contract, however, the Contractor is responsible for providing water sufficient for the installation and maintenance of the plant materials in accordance with these specifications.

The Contractor shall furnish all necessary materials, labor, and equipment required to complete the work of providing water to the existing and proposed plants within the area of work throughout the duration of the project construction and establishment period and shall maintain the plants in vigorous growing condition in accordance with the specifications. Methods of providing water shall be approved by the Resident Engineer.

Materials shall be delivered and stored in accordance with Section 4 of the Standard Specifications.

Contractor shall check and verify all site conditions, utilities, and services prior to construction. Verify water source prior to beginning of work and provide to Resident Engineer in writing for approval.

Payment for providing water during construction period shall be included in the payment for mobilization, and no additional payment will be made therefore.

Payment for providing water during the Maintenance and Plant Establishment Period shall be included in payment for Maintenance and Plant Establishment, and no additional payment will be made therefore.

#### **ADD: 308-5.12**

**Tree Grate Installation.** Tree grates setting drawings, diagrams, templates, instructions, and directions for installation of anchorage, such as concrete inserts, frame anchor tabs or bolts and items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

Tree grates shall be located where shown on the plans. Install tree grates in accordance with manufacturer's instructions and recommendations. Install furnishings plumb, accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings.

Install tree grate frames integral with adjacent concrete and coordinate installation with installers of adjacent materials. Bolting for frame at curb and gutter shall be a minimum of 1.5” below the line of gutter.

Component parts of the tree grate assembly shall fit together plumb and secure in a manner satisfactory to the Engineer, with the grates firmly secured to the steel frame to eliminate loose “rocking” of the grate or protruding edges.

Each section of the tree grates shall be securely bolted down to the frame using pilfer-proof stainless steel bolts through holes provided by the manufacturer. All portions of grates shall be flush. Vertical displacement exceeding ¼” shall not be acceptable.

Each grate shall be tested to eliminate all displacement or other movement of the grate.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from landscape furnishings work.

**308-7**            **GUARANTEE.** To the City Supplement, DELETE in its entirety.

**308-7**            **PAYMENT.** ADD the following:

Work related to tree maintenance shall be included in the Bid items as follows:

- Tree Trimming (EA)
- Root Pruning (EA)
- Root Barrier (EA)

ADD the following:

The Payment for 24” Box Trees and Tree Installation shall be as shown on the bid and shall considered full compensation for all labor, materials, tools and equipment for all work involved in the installation of the trees including, but not limited to: Tree Grates, 24” Box Trees, Soil Prep, Amendments, Weed Abatement, Fine Grading, Fertilizer, Plant Tablets, Planting Pit with Planting Backfill and any work necessary to install trees per plans specification and as directed by the Resident Engineer.

The payment for deep watering assembly shall be considered full compensation for all labor, materials, tools and equipment for the assembly per plans, specifications and as directed by the Resident Engineer.

Payment for root pruning shall be included in the lump sum bid price for Clearing and Grubbing, and no additional compensation will be allowed.

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

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

**314-4**            **APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS**



**314-4.3.7 Measurement and Payment.** DELETE in its entirety and SUBSTITUTE with the following:

The contract lump sum price for Striping and Pavement Markings shall be considered as full compensation for furnishing all labor, materials, tools and equipment, and for all work involved in the placement of painted lines, markings, and pavement markers, including but not limited to recording the limits of each type of pavement marker and all control points necessary to re-establish the striping and pavement markings to match the existing striping and pavement markings, in their original locations or as shown on the plans (in the case of conflict, the plans shall take precedence), and no additional compensation will be made.

**ADD: SECTION 315 - STORMWATER QUALITY FILTER TREATMENT DEVICE**

**315-1 PERFORMANCE.**

**315-1.1 General.**

**315-1.1.1 Function.** The stormwater quality filter treatment device shall function to remove pollutants by the following unit treatment processes; sedimentation, floatation, and membrane filtration.

**315-1.1.2 Pollutants.** The stormwater quality filter treatment device shall remove oil, debris, trash, coarse and fine particulates, particulate-bound pollutants, metals and nutrients from stormwater during runoff events.

**315-1.1.3 Bypass.** The stormwater quality filter treatment device shall typically utilize an external bypass to divert excessive flows.

**315-1.1.4 Treatment Flux Rate (Surface Loading Rate).** The stormwater quality filter treatment device shall treat 100% of the required water quality treatment flow based on a maximum treatment flux rate (surface loading rate) across the membrane filter cartridges of 0.21 gpm/ft<sup>2</sup> (0.142 lps/m<sup>2</sup>).

**315-1.2 Field Test Performance.** At a minimum, the stormwater quality filter device shall have been field tested with a minimum 25 TARP qualifying storm events and field monitoring conducted according to the TARP or TAPE field test protocol, and have received NJCAT verification.

**315-1.2.1 Suspended Solids Removal.** The stormwater quality filter treatment device shall have demonstrated a minimum median TSS removal efficiency of 85% and a minimum median SSC removal efficiency of 95%.

**315-1.2.2 Fine Particle Removal.** The stormwater quality filter treatment device shall have demonstrated the ability to capture fine particles as indicated by a minimum median removal efficiency of 75% for the particle fraction less than 25 microns, an effluent d<sub>50</sub> of 15 microns or lower for all monitored storm events, and an effluent turbidity of 15 NTUs or lower.

**315-1.2.3 Nutrient (Total Phosphorus and Total Nitrogen) Removal.** The stormwater quality filter treatment device shall have demonstrated a minimum median Total Phosphorus removal of 55%, and a minimum median Total Nitrogen removal of 50%.

**315-1.2.4 Metals (Total Zinc and Total Copper) Removal.** The stormwater quality filter treatment device shall have demonstrated a minimum median Total Zinc removal of 55%, and a minimum median Total Copper removal of 85%.

**315-1.3 Lab Test Performance.**

**315-1.3.1 Suspended Solids Removal.** The stormwater quality treatment device shall demonstrate the ability to remove a minimum of 85% of Sil-Co-Sil 106 ( $d_{50} = 22$  microns), measured as SSC, with a 95% confidence interval at the system's 100% operating rate with influent sediment concentrations ranging from 100 to 300 mg/L.

**315-1.4 Inspection and Maintenance.**

The stormwater quality filter device shall have the following features:

The membrane filter elements shall be designed to last a minimum three years prior to requiring replacement.

Inspection which includes trash and floatables collection, sediment depth determination, and visible determination of backwash pool depth shall be easily conducted from grade.

Manual rinsing or backflushing of the filter cartridges shall be possible to restore the flow capacity and sediment capacity of the filter cartridges and therefore extend cartridge service life.

The filter device shall have a minimum 12 inches (610 mm) of sediment storage depth.

Sediment removal from the filter treatment device shall be conducted using a standard maintenance truck and vacuum apparatus, and a minimum one point of entry to the sump that is unobstructed by filter cartridges.

Filter cartridges shall be easily maintained without the use of additional lifting equipment.

**315-1.5 Payment.**

Payment for the Modified Type B-1 Curb Inlet including Storm Water Filter System shall include all labor, tools, equipment, incidentals, and material necessary to install the inlet and filter system (Jellyfish or approved equivalent) complete in place, and no additional compensation will be allowed. The Filter system must meet the manufacture requirements, City Standards, and specifications described in Section 315.

**SECTION 701 – WATER POLLUTION CONTROL**

**701-1.1 Post Construction Requirements.** To the City Supplement second paragraph, ADD the following:

Comply with the following post construction requirements:

- **Inlet Markers**

**SECTION 707 – RESOURCE DISCOVERIES**

**ADD:**

**707-1.1 Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **Notice of Exemption** for Holly Drive Improvements, Project No. S-11033, as referenced in the Contract Appendix. You must comply with all requirements of the **Notice of Exemption** as set forth in the Contract Appendix A.

**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**

**Notice of Exemption**

NOTICE OF EXEMPTION

(Check one or both)

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

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

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

PROJECT NO.: S-11033

PROJECT TITLE: Holly Drive Street Improvements

PROJECT LOCATION-SPECIFIC: The project is located on Holly Drive between South Willie James Jones Avenue and South Euclid Avenue within the in the Encanto Neighborhood of the Southeast San Diego Community Plan area.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project would require acquiring a portion of eleven private properties (six feet on average) in order to widen Holly Drive resulting in a new modified right-of-way (ROW) 32 feet wide from curb to curb. Associated improvements would include traffic striping, utility box relocation and the installation of new sidewalks and curb and gutter, 665 feet of retaining walls with a maximum height of 5'-4", new asphalt/concrete, curb ramps, driveways, light poles, fencing and storm drain inlets. No historic resources will be impacted. Several mature trees would be required to be removed within the new sidewalk alignment. New street trees would be planted along both sides of Holly Drive. A new 335-foot long, 10-foot wide drainage easement would be required to install an 18-inch storm drain connecting an existing and proposed box inlet.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works - E&CP
Contact: Louis Schultz
600 B Street, Suite 800 (MS 908A)
San Diego, CA 92101
(619) 533-4668

EXEMPT STATUS: (CHECK ONE)

- ( ) MINISTERIAL (SEC. 21080(b)(1); 15268);
( ) DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
( ) EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
(X) CATEGORICAL EXEMPTION: 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES)
( ) STATUTORY EXEMPTION:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego has determined the project meets the criteria set forth in the CEQA State Guidelines, Section 15303 (New Construction or Conversion of Small Structures), which allows for construction and location of limited numbers of new small facilities or structures; and where the exceptions listed in Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: Jean Cameron

TELEPHONE: (619) 446-5379

IF FILED BY APPLICANT:

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

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

Signature of Senior Planner

March 27, 2012

SIGNATURE/TITLE

DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY
( ) SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

**APPENDIX B**

**Fire Hydrant Meter Program**

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

1. **PURPOSE**

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

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

**Reference**

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 2 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

4. **POLICY**

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



<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 4 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 5 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 6 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

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

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

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

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

**Larry Gardner  
Water Department Director**

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

### **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders





# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

<input type="checkbox"/>	City Meter	<input type="checkbox"/>	Private Meter
Contract Acct #:		Deposit Amount: <b>\$ 936.00</b>	Fees Amount: <b>\$ 62.00</b>
Meter Serial #		Meter Size: <b>05</b>	Meter Make and Style: <b>6-7</b>
Backflow #		Backflow Size:	Backflow Make and Style:
Name: Appendix B - Fire Hydrant Meter Program Holly Drive Improvements		Signature:	Date: 79   Page

**WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER**

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

## **APPENDIX C**

### **Materials Typically Accepted by Certificate of Compliance**

## **Materials Typically Accepted by Certificate of Compliance**

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

**APPENDIX D**

**Sample City Invoice**

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC)											
City Purchase Order No.						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
<b>CHANGE ORDERS</b>											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Encrease bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
<b>SUMMARY</b>								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						<b>Retention and/or Escrow Payment Schedule</b>					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
<b>G. Payment Due Less Retention</b>						<b>Contractor Signature and Date:</b>					
H. Remaining Authorized Amount											

**APPENDIX E**

**Location Map**



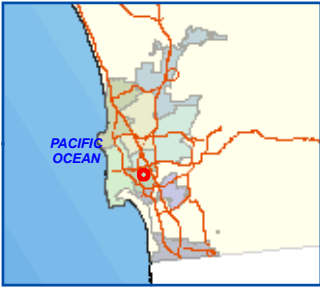
# HOLLY DR STREET IMPROVEMENTS



SENIOR ENGINEER  
Brad Johnson  
(619) 533-5120

PROJECT ENGINEER  
Sabreen Cochinwala  
(619) 533-4610

PROJECT MANAGER  
Louis Schultz  
(619) 533-4668



## Legend

 Holly Dr Street Improvements

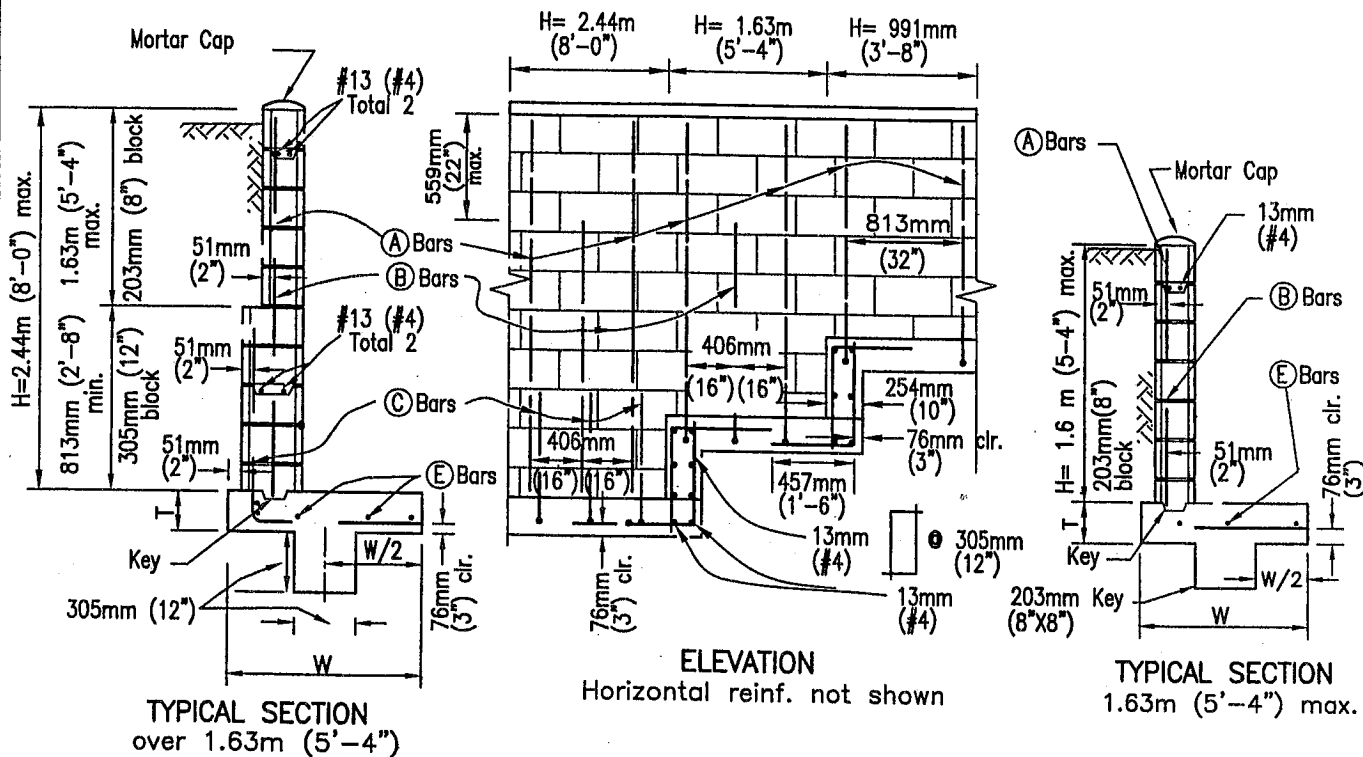
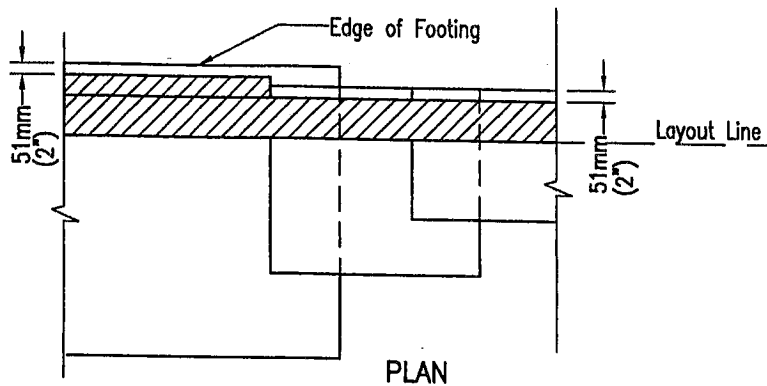


No Scale

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**APPENDIX F**

**Standard Drawing For Masonry Retaining Wall C-3**



DIMENSIONS AND REINFORCING STEEL			
H (max.)	1.12m (3'-8")	1.63m (5'-4")	2.44m (8'-0")
T (min.)	203mm (0'-8")	254mm (0'-10")	305mm (1'-0")
W (min.)	762mm (2'-4")	1.12m (3'-6")	1.63m (5'-4")
(A) Bars	#13@813mm (#4@32")	#13@813mm (#4@32")	#13@813mm (#4@32")
(B) Bars	—	#13@813mm (#4@32")	#13@813mm (#4@32")
(C) Bars	—	—	406mm (#6@16")
(E) Bars	#13 (#4) Total 4	#13 (#4) Total 5	#13 (#4) Total 6
max soil press.	23.9 Kpa (500psf)	28.7 Kpa (600psf)	38.3 Kpa (800psf)

NOTES: 1. See Standard Drawings C-7 and C-8 for additional notes and details.  
 2. Fill all block cells with grout.

Revision	By	Approved	Date
ORIGINAL		Kercheval	12/75
Add Metric		T. Stanton	03/03

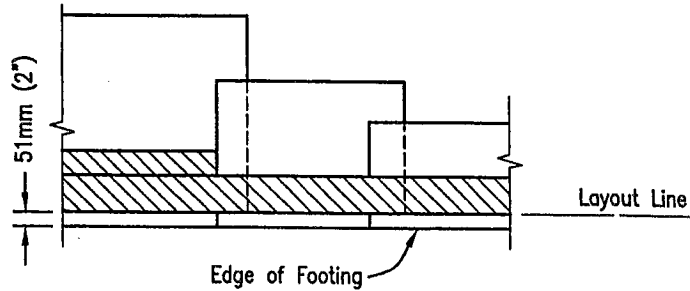
**SAN DIEGO REGIONAL STANDARD DRAWING**

**MASONRY RETAINING WALL TYPE 1  
(LEVEL BACKFILL)**

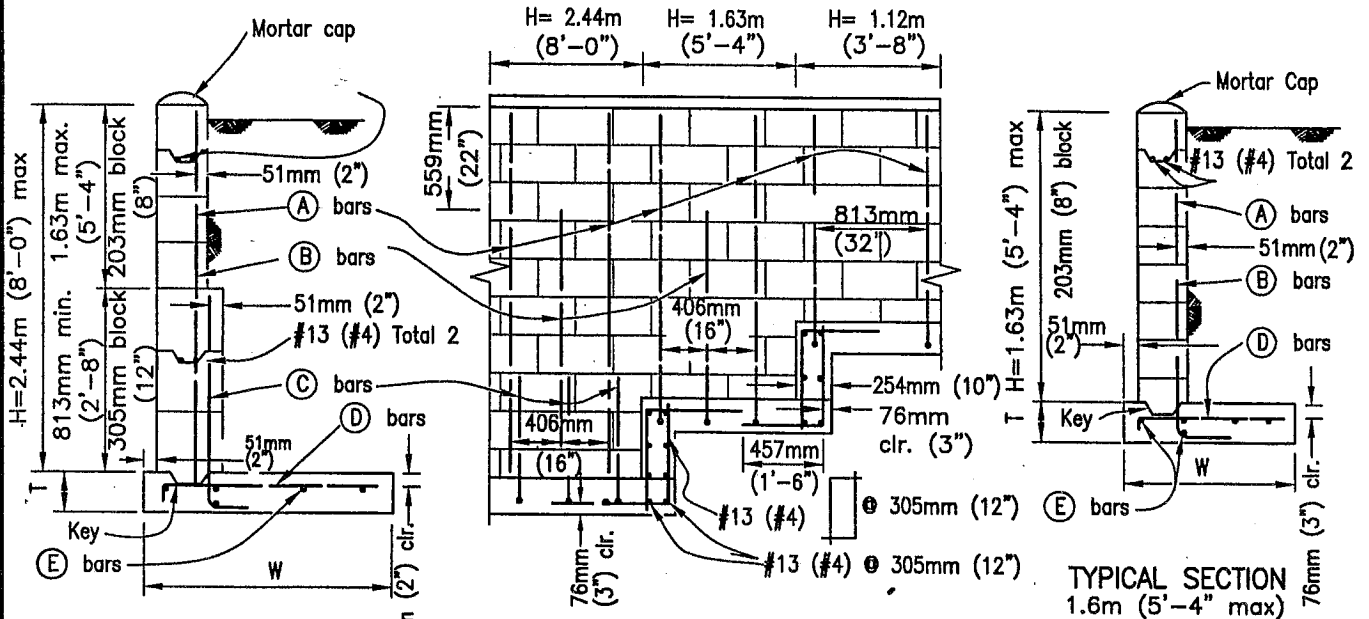
RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE

*T. Stanton* 3/01/2003  
 Chairperson R.C.E. 19246 Date

DRAWING NUMBER



PLAN



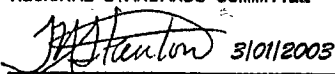
TYPICAL SECTION over 1.63m (5'-4")

ELEVATION  
Horizontal reinf. not shown

TYPICAL SECTION 1.6m (5'-4" max)

DIMENSIONS AND REINFORCING STEEL			
H (max)	1.12 m (3'-8")	1.63 m (5'-4")	2.44m (8'-0")
T (min)	203 mm (0'-8")	254 mm (0'-10")	305mm (1'-0")
W (min)	762 mm (2'-4")	965mm (3'-2")	1.45m (4'-9")
(A) Bars	#13@813mm (#4@32")	#13@813mm (#4@32")	13mm@813mm (#4@32")
(B) Bars	—	#13@813mm (#4@32")	13mm@813mm (#4@32")
(C) Bars	—	—	406mm (#6@16")
(D) Bars	#13@813mm (#4@32")	#13@406mm (#4@16")	406mm (#6@16")
(E) Bars	#13 (#4) total 4	#13 (#4) total 5	13mm (#4) total 6
max soil press. (psf)	7.6 MPa (1100psi)	11.0 MPa (1600psi)	15.2 MPa (2200psi)

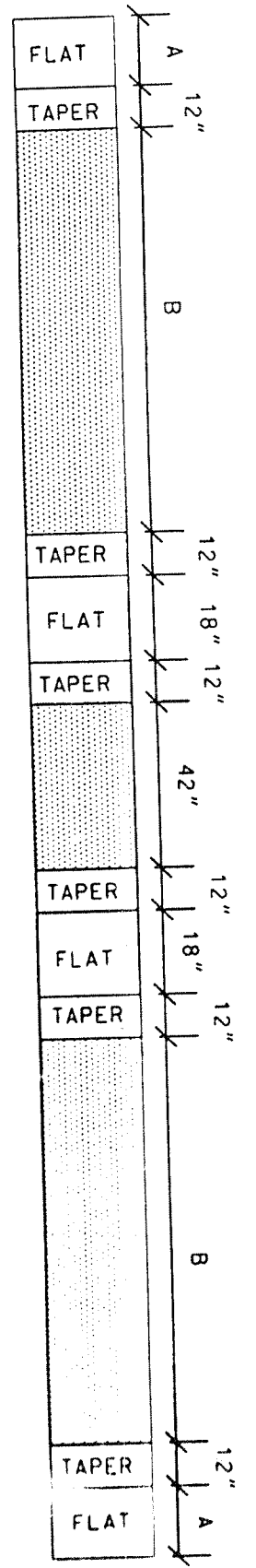
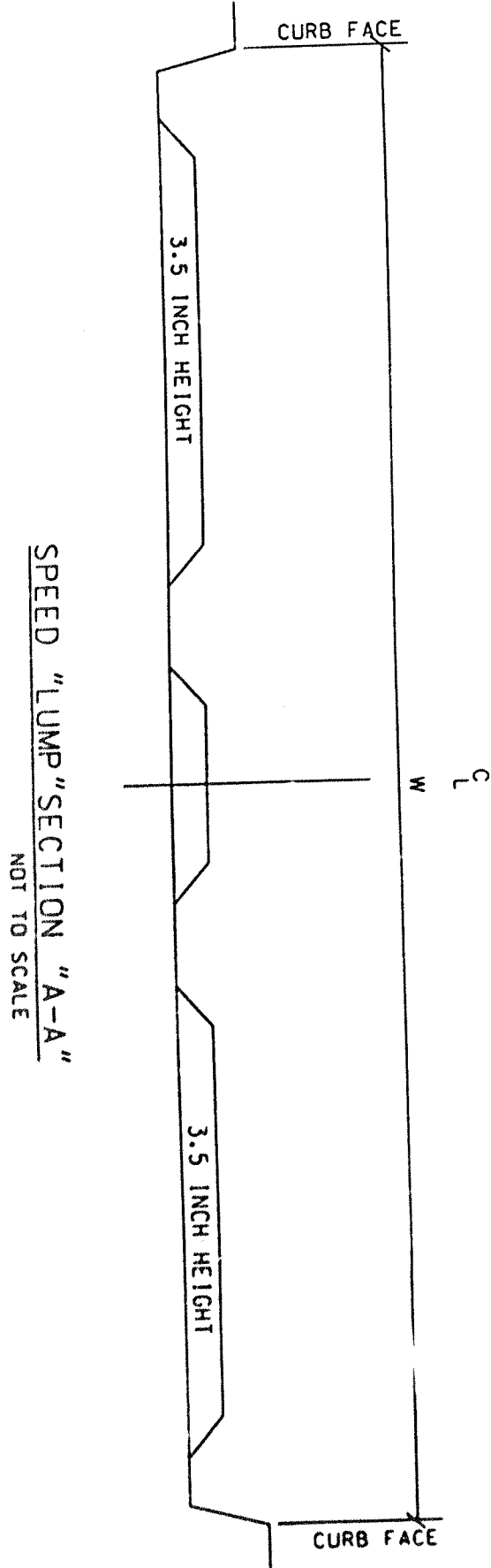
NOTES: 1. See Standard Drawings C-7 and C-8 for additional notes and details.  
2. Fill all block cells with grout.

Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE
ORIGINAL		Kercheval	12/75		
Add Metric		T. Stanton	03/03	MASONRY RETAINING WALL TYPE 3 (LEVEL BACKFILL)	 Chairperson R.C.E. 19246 Date 3/11/2003

**APPENDIX G**

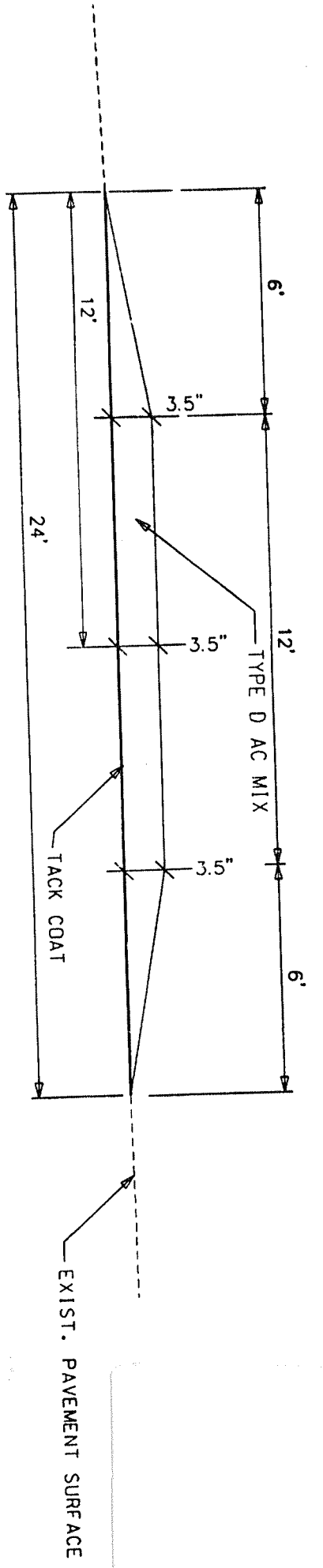
**Speed Cushion / Lump Construction Detail**





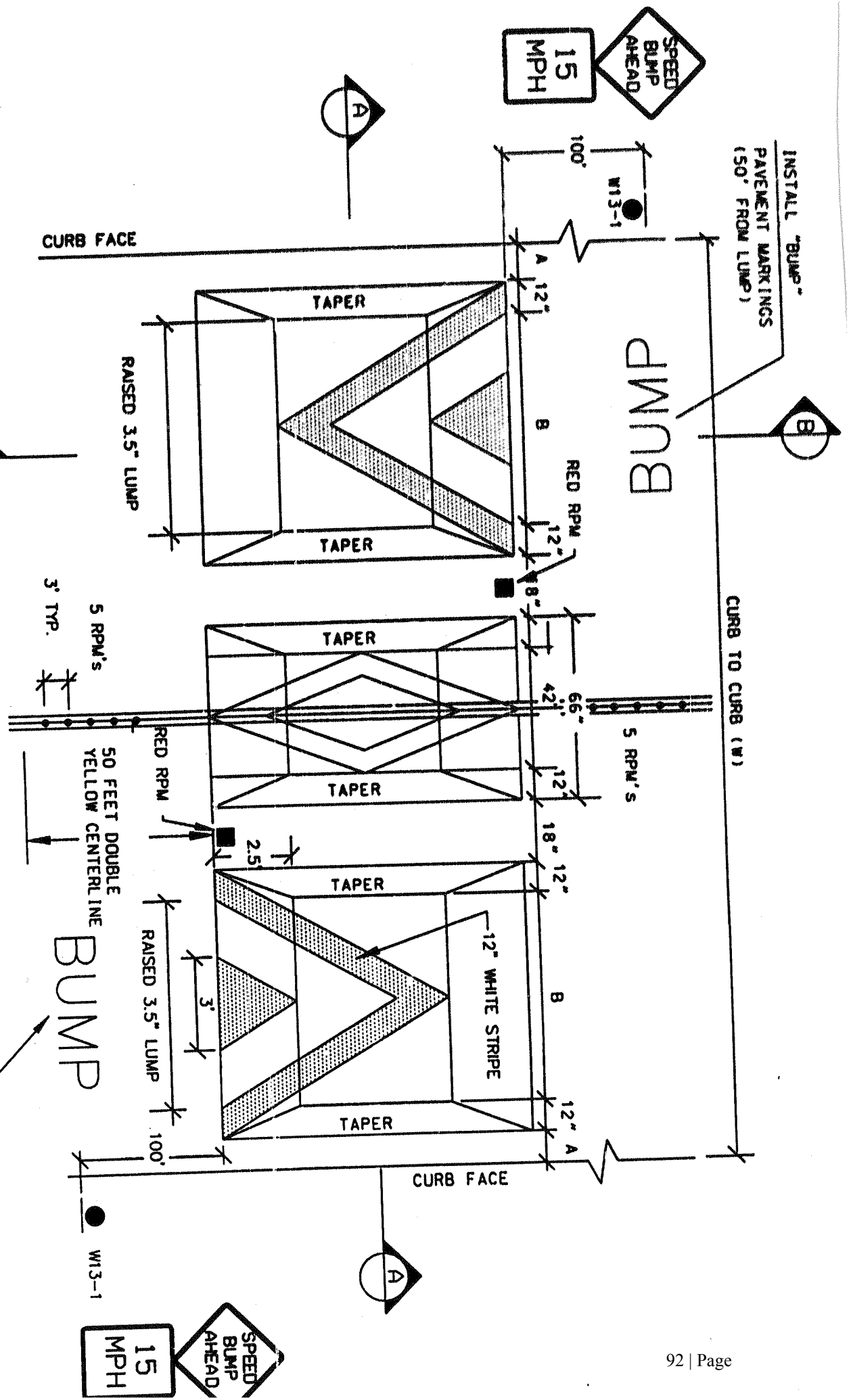
SPEED "LUMP" SECTION "B-B"  
NOT TO SCALE

- DIMENSION NOTES:**
1. FOR "A" DIMENSION: THOUT GUTTERS.  
A=12" FOR CURBS WITH GUTTERS.  
A=GUTTER WIDTH FOR CURBS WITH GUTTERS.
  2. FOR "B" DIMENSION:  
B=EQUAL DIMENSION



**DIMENSION NOTES:**

SPEED "LUMP" DETAIL A  
NOT TO SCALE



NOT TO SCALE

## **APPENDIX H**

### **Modified Type B Inlet With Jellyfish Filter Specifications And Drawing**

## STANDARD SPECIFICATION

### STORMWATER QUALITY FILTER TREATMENT DEVICE

#### PART 1 – GENERAL

##### 1.1 WORK INCLUDED

Specifies requirements for construction and performance of an underground stormwater quality filter treatment device that removes pollutants from stormwater runoff through the unit operations of sedimentation, floatation, and membrane filtration.

##### 1.2 REFERENCE STANDARDS

ASTM C 891: Specification for Installation of Underground Precast Concrete Utility Structures

ASTM D 4097: Contact Molded Glass Fiber Reinforced Chemical Resistant Tanks

ASTM C 478: Specification for Precast Reinforced Concrete Manhole Sections

ASTM C 443: Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets

ASTM D 4101: Specification for Copolymer steps construction

##### 1.3 SHOP DRAWINGS

Shop drawings for the structure and performance are to be submitted with each order to the contractor. Contractor shall forward shop drawing submittal to the consulting engineer for approval. Shop drawings are to detail the structure precast concrete and/or fiberglass (FRP) components.

##### 1.4 HANDLING AND STORAGE

Prevent damage to materials during storage and handling.

#### PART 2 – PRODUCTS

##### 2.1 GENERAL

2.1.1 The device shall be cylindrical or rectangular and constructed from precast concrete riser and slab components or monolithic precast structure(s), installed to conform to ASTM C 891 and to any required state highway, municipal or local specifications. Alternatively, the cylindrical device shall be constructed of fiberglass (FRP), installed to conform to applicable sections of state, provincial and municipal building codes, highway, municipal or local specifications for the construction of such devices.

2.1.2 Cartridge Deck The cylindrical concrete device shall include a fiberglass insert. The rectangular concrete device shall include a coated aluminum insert. In either instance, the insert shall be bolted and sealed watertight inside the precast concrete chamber.



Alternatively, the cylindrical fiberglass device shall include a fiberglass insert bolted and/or chemically welded watertight inside the fiberglass chamber. In each instance the insert shall serve as: (a) a horizontal divider between the lower treatment zone and the upper treated effluent zone; (b) a deck for attachment of filter cartridges such that the membrane filter elements of each cartridge extend into the lower treatment zone; (c) a platform for maintenance workers to service the filter cartridges; (d) a conduit for conveyance of treated water to the effluent pipe.

- 2.1.3 Membrane Filter Cartridges Filter cartridges shall be comprised of cylindrical membrane filter elements connected to a perforated head plate. The number of membrane filter elements per cartridge shall be eleven 2.75-inch (70-mm) diameter elements. The length of each filter element shall be a minimum 15 inches (381 mm). Each cartridge shall be fitted into the cartridge deck by insertion into a cartridge receptacle that is permanently mounted into the cartridge deck. Each cartridge shall be secured by a cartridge lid that is threaded onto the receptacle. The maximum treatment flow rate of a filter cartridge shall be controlled by an orifice in the cartridge lid and based on a design flux rate (surface loading rate) determined by the maximum treatment flow rate per unit of filtration membrane surface area. The maximum flux rate shall be 0.21 gpm/ft<sup>2</sup> (0.142 lps/m<sup>2</sup>).

Each lightweight membrane filter cartridge shall allow for manual installation and removal. Each filter cartridge shall have filtration membrane surface area and dry installation weight as follows:

<b>Filter Cartridge Length (in / mm)</b>	<b>Filtration Membrane Surface Area (ft<sup>2</sup> / m<sup>2</sup>)</b>	<b>Filter Cartridge Dry Weight (lbs / kg)</b>
15	106 / 9.8	10 / 4.5
27	190 / 17.7	14.5 / 6.6
40	282 / 26.2	19.5 / 8.9
54	381 / 35.4	25 / 11.4

- 2.1.4 Backwashing Cartridges The filter device shall have a weir extending above the cartridge deck that encloses the high flow rate filter cartridges when placed in their respective cartridge receptacles within the cartridge deck. The weir shall collect a pool of filtered water during inflow events that subsequently automatically backwashes the high flow rate cartridges when the inflow event subsides. All filter cartridges shall allow for use of a manual backwashing or filtration membrane rinsing procedure to restore flow capacity and sediment capacity and extend cartridge service life.
- 2.1.5 Maintenance Access to Captured Pollutants The filter device shall contain an opening(s) that provides suitable maintenance access for removal of accumulated floatable pollutants and sediment.
- 2.1.6 Bend Structure The device shall be able to be used as a bend structure with minimum angles between inlet and outlet pipes of 90-degrees or less in the stormwater conveyance system.

- 2.1.7 Double-Wall Containment of Hydrocarbons The cylindrical precast concrete device shall provide double-wall containment for hydrocarbon spill capture by a combined means of an inner wall of fiberglass, to a minimum depth of 12 inches (305 mm) below the cartridge deck, and the precast vessel wall. Alternatively, a cylindrical device constructed of fiberglass (FRP) does not require double-wall containment as fiberglass is resistant to hydrocarbon penetration.
- 2.1.8 Baffle The filter device shall provide a baffle that extends from the underside of the cartridge deck to a minimum length equal to the length of the membrane filter elements. The baffle shall serve to protect the membrane filter elements from contamination by floatables and coarse sediment. The baffle shall be a flexible continuous skirt in the cylindrical device. The baffle shall be a straight concrete or aluminum wall in the rectangular device.
- 2.1.9 Sump The device shall include a minimum 24 inches (610 mm) of sump below the bottom of the cartridges for sediment accumulation, unless otherwise specified by the design engineer.
- 2.2 PRECAST CONCRETE SECTIONS. All precast concrete components shall be manufactured to a minimum live load of HS-20 truck loading or greater based on local regulatory specifications, unless otherwise modified or specified by the design engineer.
- 2.3 GASKETS. All gaskets used for the concrete joints shall be manufactured using neoprene or nitrile rubber gaskets, to prevent deterioration from presence of captured petroleum hydrocarbons. Mastic sealants or butyl tape are not an acceptable alternative as they are prone to leakage of petroleum hydrocarbons.
- 2.4 FRAME AND COVER. Frame and covers must be manufactured from cast-iron and embossed with the name of the device manufacturer or the device brand name.
- 2.4.1 DOORS AND HATCHES. If provided shall meet designated loading requirements at a minimum for incidental traffic.
- 2.5 CONCRETE. All concrete components shall be manufactured according to local specifications and shall meet the requirements of ASTM C 478.
- 2.6 FIBERGLASS. The fiberglass portion of the filter device shall be constructed in accordance with the following standard: ASTM D-4097: Contact Molded Glass Fiber Reinforced Chemical Resistant Tanks.
- 2.7 STEPS. Steps shall be constructed according to ASTM D4101 of copolymer polypropylene, and be driven into preformed or pre-drilled holes after the concrete has cured, installed to conform to applicable sections of state, provincial and municipal building codes, highway, municipal or local specifications for the construction of such devices.
- 2.8 INSPECTION. All precast concrete sections shall be inspected to ensure that dimensions, appearance and quality of the product meet local municipal specifications and ASTM C 478.

## PART 3 – PERFORMANCE

### 3.1 GENERAL

- 3.1.1 Function - The stormwater quality filter treatment device shall function to remove pollutants by the following unit treatment processes; sedimentation, floatation, and membrane filtration.
- 3.1.2 Pollutants - The stormwater quality filter treatment device shall remove oil, debris, trash, coarse and fine particulates, particulate-bound pollutants, metals and nutrients from stormwater during runoff events.
- 3.1.3 Bypass - The stormwater quality filter treatment device shall typically utilize an external bypass to divert excessive flows.
- 3.1.4 Treatment Flux Rate (Surface Loading Rate) – The stormwater quality filter treatment device shall treat 100% of the required water quality treatment flow based on a maximum treatment flux rate (surface loading rate) across the membrane filter cartridges of 0.21 gpm/ft<sup>2</sup> (0.142 lps/m<sup>2</sup>).

### 3.2 FIELD TEST PERFORMANCE

At a minimum, the stormwater quality filter device shall have been field tested with a minimum 25 TARP qualifying storm events and field monitoring conducted according to the TARP or TAPE field test protocol, and have received NJCAT verification.

- 3.2.1 Suspended Solids Removal - The stormwater quality filter treatment device shall have demonstrated a minimum median TSS removal efficiency of 85% and a minimum median SSC removal efficiency of 95%.
- 3.2.2 Fine Particle Removal - The stormwater quality filter treatment device shall have demonstrated the ability to capture fine particles as indicated by a minimum median removal efficiency of 75% for the particle fraction less than 25 microns, an effluent d<sub>50</sub> of 15 microns or lower for all monitored storm events, and an effluent turbidity of 15 NTUs or lower.
- 3.2.3 Nutrient (Total Phosphorus & Total Nitrogen) Removal - The stormwater quality filter treatment device shall have demonstrated a minimum median Total Phosphorus removal of 55%, and a minimum median Total Nitrogen removal of 50%.
- 3.2.4 Metals (Total Zinc & Total Copper) Removal - The stormwater quality filter treatment device shall have demonstrated a minimum median Total Zinc removal of 55%, and a minimum median Total Copper removal of 85%.

### 3.3 LAB TEST PERFORMANCE

- 3.3.1 Suspended Solids Removal - The stormwater quality treatment device shall demonstrate the ability to remove a minimum of 85% of Sil-Co-Sil 106 (d<sub>50</sub> = 22 microns), measured as SSC, with a 95% confidence interval at the system's 100% operating rate with influent sediment concentrations ranging from 100 to 300 mg/L.

### 3.4 INSPECTION and MAINTENANCE

The stormwater quality filter device shall have the following features:

- 3.4.1 The membrane filter elements shall be designed to last a minimum three years prior to requiring replacement.
- 3.4.2 Inspection which includes trash and floatables collection, sediment depth determination, and visible determination of backwash pool depth shall be easily conducted from grade.
- 3.4.3 Manual rinsing or backflushing of the filter cartridges shall be possible to restore the flow capacity and sediment capacity of the filter cartridges and therefore extend cartridge service life.
- 3.4.4 The filter device shall have a minimum 12 inches (610 mm) of sediment storage depth.
- 3.4.5 Sediment removal from the filter treatment device shall be conducted using a standard maintenance truck and vacuum apparatus, and a minimum one point of entry to the sump that is unobstructed by filter cartridges.
- 3.4.6 Filter cartridges shall be easily maintained without the use of additional lifting equipment.

## **PART 4 – EXECUTION**

### 4.1 INSTALLATION

#### 4.1.1 PRECAST DEVICE CONSTRUCTION SEQUENCE

The installation of a precast concrete device should conform to ASTM C 891 and to any state highway, municipal or local specifications for the construction of manholes. Selected sections of a general specification that are applicable are summarized below.

4.1.1.1 The precast concrete device is installed in sections in the following sequence:

- aggregate base
- base slab
- treatment chamber and cartridge deck riser section(s)
- bypass section
- connect inlet and outlet pipes
- riser section and/or transition slab (if required)
- maintenance riser section(s) (if required)
- frame and access cover

4.1.1.2 The precast base should be placed level at the specified grade. The entire base should be in contact with the underlying compacted granular material. Subsequent sections, complete with joint seals, should be installed in accordance with the precast concrete manufacturer's recommendations.

- 4.1.1.3 Adjustment of the stormwater quality treatment device can be performed by lifting the upper sections free of the excavated area, re-leveling the base, and re-installing the sections. Damaged sections and gaskets should be repaired or replaced as necessary. Once the stormwater quality treatment device has been constructed, any lift holes must be plugged watertight with mortar or non-shrink grout.
- 4.1.4 Inlet and Outlet Pipes Inlet and outlet pipes should be securely set into the device using approved pipe seals (flexible boot connections, where applicable) so that the structure is watertight.
- 4.1.5 Frame and Cover Installation Adjustment units (e.g. grade rings) should be installed to set the frame and cover at the required elevation. The adjustment units should be laid in a full bed of mortar with successive units being joined using sealant recommended by the manufacturer. Frames for the cover should be set in a full bed of mortar at the elevation specified.
- 4.2.1 Fiberglass (FRP) Device Construction Sequence The installation of the FRP device should conform to applicable sections of state, provincial and municipal building codes, highway, municipal or local specifications for the construction of such devices. Selected sections of a general specification that are applicable are summarized below. For detailed installation instructions refer to the submitted drawing and installation details.
- 4.2.1.1 Structural Proposed installation details shall conform with all federal, provincial, state, municipal or other local specifications as may be applicable, including all building code requirements.
- 4.2.1.2 Water Quality Device Construction Sequence. The water quality FRP device is installed in the following sequence:
- Water quality device as delivered to site placed on prepared bedding or slab using spreader bars and the lifting lugs provided on the structure. Avoid lifting chains or cables from contacting sides of tank. Do not drop, roll or slide vessel.
  - Backfill using approved back fill material
  - Pour anti-buoyancy slab as required per the drawing
  - Connect inlet and outlet pipes
  - Riser sections and/or transitions (if required and if shipped separately)
  - Frame and access cover
- 4.2.1.3 Frame and Cover Installation No direct structural connection shall be permitted to any FRP maintenance access surface riser pipe. No vertical structural connection shall be permitted to any FRP component under any circumstances unless approved by the manufacturer.

A minimum 1-inch (25 mm) gap shall be left around and above any required FRP maintenance access surface risers (i.e. not a buried installation), with this gap filled with pea gravel or approved fill material against the surrounding structure that must support the frame and cover in its entirety.

4.3 MAINTENANCE ACCESS WALL

In some instances the Maintenance Access Wall, if provided, shall require an extension attachment and sealing to the precast wall and cartridge deck at the job site, rather than at the precast facility. In this instance, installation of these components shall be performed according to instructions provided by the manufacturer.

4.4 FILTER CARTRIDGE INSTALLATION Filter cartridges shall be installed in the cartridge deck after the construction site is fully stabilized, unless otherwise specified by the design engineer.

**PART 5 – QUALITY ASSURANCE**

5.1 FILTER CARTRIDGE INSTALLATION Manufacturer shall coordinate delivery of filter cartridges and other internal components with contractor. Filter cartridges shall be delivered and installed complete after site is stabilized and unit is ready to accept cartridges. Contractor shall take appropriate action to protect the filter cartridge receptacles and filter cartridges from damage during construction. For systems with cartridges installed prior to full site stabilization and prior to system commissioning, the contractor can plug inlet and outlet pipes to prevent stormwater from entering the device. Plugs must be removed after the device has been commissioned.

5.2 INSPECTION AND MAINTENANCE

5.2.1 The manufacturer shall provide an Owner’s Manual upon request.

5.2.2 After construction and installation, and during operation, the device shall be inspected and cleaned as necessary based on the manufacturer’s recommended inspection and maintenance guidelines.

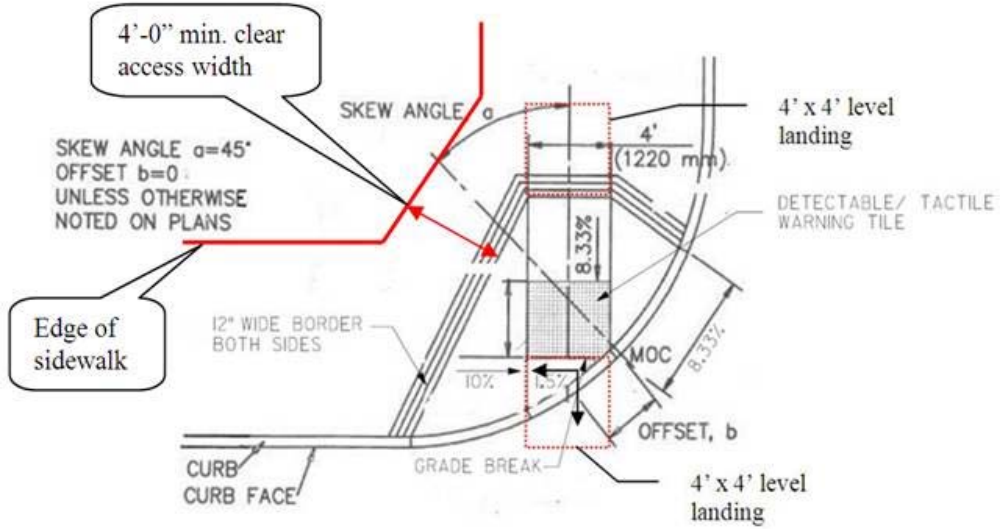
5.3 REPLACEMENT FILTER CARTRIDGES When replacement membrane filter elements and/or other parts are required, only membrane filter elements and parts approved by the manufacturer for use with the stormwater quality filter device shall be installed.

**END OF SECTION**

**APPENDIX I**

**Direction Curb Ramp**

Appendix I – Direction Curb Ramp



**Figure A – Example of a directional curb ramp**



**APPENDIX J**

**Permit to do Work on Private Property**

THE CITY OF SAN DIEGO

PERMIT TO DO WORK ON PRIVATE PROPERTY

WBS #: S-11033

Date: September 26, 2012

Property Owner(s): BISHOP ROY DIXON, FAITH CHAPEL CHURCH OF GOD IN CHRIST

Property Owner(s) Address: 4999 HOLLY DRIVE SAN DIEGO, CA 92113

Address and legal description of where the work is to be done: Address: 4999 Holly Dr, San Diego, CA 92113 and 5011 Holly Dr, San Diego, CA 92113

Assessor's Parcel Number: 548-242-15-00 and 548-242-32-00

Project Title: HOLLY DRIVE IMPROVEMENTS PROJECT

Description of the work to be done: The proposed project includes installation of curb, gutter, sidewalk, AC pavement, retaining wall, curb ramps, driveways, fence, on and off-site drainage, and traffic striping on Holly Drive between South Willie James Jones Avenue and South Euclid Avenue. Existing utilities are to be relocated by others. The project is located in the Encanto Neighborhood, Southeastern Community of Council District 4. Due to the grade differences from the proposed project, a portion of the driveway at 4999 Holly Drive and 5011 Holly Drive will need to be removed and replaced to match the new roadway elevations. The City will replace a portion of the existing driveway on private property at 4999 Holly Drive and 5011 Holly Drive. The existing ramp with stairs will be removed and replaced with a ramp meeting current Americans with Disabilities Act of 1990 (ADA) standards.

THE UNDERSIGNED PROPERTY OWNERS DO HEREBY GRANT to the City of San Diego, its agents and representatives, on behalf of said property owner(s) and their successors and assigns, and in consideration of the benefits to accrue to the subject real property, permission to enter upon the subject real property for the purpose of doing the work stated above, in accordance with the standards of the City of San Diego and the following terms and conditions:

- 1) the undersigned Property Owner(s) shall provide the City of San Diego, its agents and representatives, reasonable access to the above-described property to perform the necessary work; and
2) the permission herein granted shall terminate upon the date of completion of said work, as completion date is determined by the City of San Diego; and
3) in accord with project specifications, any private improvements damaged or disturbed during completion of the above-stated work, will be replaced in kind, and Property Owner(s) shall not be held liable for any damage to equipment or injury to personnel of the City of San Diego, its agents or employees, incurred in performance of said work.

Handwritten signature of Roy Dixon, Bishop, and date 10/21/12.

This Permit is Requested, and Terms Approved, for the City by:

Signature line with 'R' and fields for Name, Title, Department, Date, and Page number (105 | Page).

**PERMIT TO DO WORK ON PRIVATE PROPERTY**

WBS #: S-11033

Date: September 26, 2012

Property Owner(s): WAYNE P. MORTON & SHAUNA M. PECK

Property Owner(s) Address: P.O. BOX 7512, San Diego, CA 92167-0512

Address and legal description of where the work is to be done: Address: 5029 Imperial Ave, San Diego, CA 92113-2064

Assessor's Parcel Number: 548-250-13-00

**Project Title:** HOLLY DRIVE IMPROVEMENTS PROJECT

**Description of the work to be done:** The proposed project includes installation of curb, gutter, sidewalk, AC pavement, retaining wall, curb ramps, driveways, fence, on and off-site drainage, and traffic striping on Holly Drive between South Willie James Jones Avenue and South Euclid Avenue. Existing utilities are to be relocated by others. The project is located in the Encanto Neighborhood, Southeastern Community of Council District 4. Due to the grade differences from the proposed project, a portion of the driveway at 5029 Imperial Avenue will need to be removed and replaced to match the new roadway elevations. The City will replace a portion of the existing driveway on private property at 5029 Imperial Avenue.

THE UNDERSIGNED PROPERTY OWNERS DO HEREBY GRANT to the City of San Diego, its agents and representatives, on behalf of said property owner(s) and their successors and assigns, and in consideration of the benefits to accrue to the subject real property, permission to enter upon the subject real property for the purpose of doing the work stated above, in accordance with the standards of the City of San Diego and the following terms and conditions:

1) the undersigned Property Owner(s) shall provide the City of San Diego, its agents and representatives, reasonable access to the above-described property to perform the necessary work; and

2) the permission herein granted shall terminate upon the date of completion of said work, as completion date is determined by the City of San Diego; and

3) in accord with project specifications, any private improvements damaged or disturbed during completion of the above-stated work, will be replaced in kind, and Property Owner(s) shall not be held liable for any damage to equipment or injury to personnel of the City of San Diego, its agents or employees, incurred in performance of said work.

Wayne P. Morton  
Shauna M. Peck  
Property Owner                      Date

-----  
This Permit is Requested, and Terms Approved, for the City by:

\_\_\_\_\_  
Name                                      Title                                      Department                                      Date



**PERMIT TO DO WORK ON PRIVATE PROPERTY**

WBS #: S-11033

Date: September 26, 2012

Property Owner(s): REGINALD R. ROBERTS & ALISON J. SAXE

Property Owner(s) Address: 2121 Natomas Crossing Dr #200-170, Sacramento CA 95834-3848

Address and legal description of where the work is to be done: Address: 5056 Holly Dr, San Diego, CA 92113

Assessor's Parcel Number: 548-250-04-00

**Project Title:** HOLLY DRIVE IMPROVEMENTS PROJECT

**Description of the work to be done:** The proposed project includes installation of curb, gutter, sidewalk, AC pavement, retaining wall, curb ramps, driveways, fence, on and off-site drainage, and traffic striping on Holly Drive between South Willie James Jones Avenue and South Euclid Avenue. Existing utilities are to be relocated by others. The project is located in the Encanto Neighborhood, Southeastern Community of Council District 4. Due to the grade differences from the proposed project, a portion of the driveway at 5056 Holly Drive will need to be removed and replaced to match the new roadway elevations. The City will replace a portion of the existing driveway on private property at 5056 Holly Drive.

THE UNDERSIGNED PROPERTY OWNERS DO HEREBY GRANT to the City of San Diego, its agents and representatives, on behalf of said property owner(s) and their successors and assigns, and in consideration of the benefits to accrue to the subject real property, permission to enter upon the subject real property for the purpose of doing the work stated above, in accordance with the standards of the City of San Diego and the following terms and conditions:

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- 2) the permission herein granted shall terminate upon the date of completion of said work, as completion date is determined by the City of San Diego; and
- 3) in accord with project specifications, any private improvements damaged or disturbed during completion of the above-stated work, will be replaced in kind, and Property Owner(s) shall not be held liable for any damage to equipment or injury to personnel of the City of San Diego, its agents or employees, incurred in performance of said work.

Reginald R. Roberts      10-12-12  
 Property Owner                      Date

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This Permit is Requested, and Terms Approved, for the City by:

_____	_____	_____	_____
Name	Title	Department	Date

**PERMIT TO DO WORK ON PRIVATE PROPERTY**

WBS #: S-11033

Date: September 26, 2012

Property Owner(s): GEORGE Y. TOM & JERRY Y. TOM

Property Owner(s) Address: 4613 33rd St, San Diego, CA 92116-3313

Address and legal description of where the work is to be done: Address: 5047 Churchward St, San Diego, CA 92113

Assessor's Parcel Number: 548-250-03-00

**Project Title:** HOLLY DRIVE IMPROVEMENTS PROJECT

**Description of the work to be done:** The proposed project includes installation of curb, gutter, sidewalk, AC pavement, retaining wall, curb ramps, driveways, fence, on and off-site drainage, and traffic striping on Holly Drive between South Willie James Jones Avenue and South Euclid Avenue. Existing utilities are to be relocated by others. The project is located in the Encanto Neighborhood, Southeastern Community of Council District 4. Due to the grade differences from the proposed project, a portion of the driveway at 5047 Churchward Street will need to be removed and replaced to match the new roadway elevations. The City will replace a portion of the existing driveway on private property at 5047 Churchward Street.

THE UNDERSIGNED PROPERTY OWNERS DO HEREBY GRANT to the City of San Diego, its agents and representatives, on behalf of said property owner(s) and their successors and assigns, and in consideration of the benefits to accrue to the subject real property, permission to enter upon the subject real property for the purpose of doing the work stated above, in accordance with the standards of the City of San Diego and the following terms and conditions:

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- 2) the permission herein granted shall terminate upon the date of completion of said work, as completion date is determined by the City of San Diego; and
- 3) in accord with project specifications, any private improvements damaged or disturbed during completion of the above-stated work, will be replaced in kind, and Property Owner(s) shall not be held liable for any damage to equipment or injury to personnel of the City of San Diego, its agents or employees, incurred in performance of said work.

George Tom                      Oct 9, 2012  
 Property Owner                      Date

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 This Permit is Requested, and Terms Approved, for the City by:

_____	_____	_____	_____
Name	Title	Department	Date





**PERMIT TO DO WORK ON PRIVATE PROPERTY**

WBS #: S-11033

Date: September 26, 2012

Property Owner(s): DAVID L. FAIN

Property Owner(s) Address: 3954 Gamma St, San Diego, CA 92113-3917

Address and legal description of where the work is to be done: Address: 4980 Holly Dr, San Diego, CA 92113

Assessor's Parcel Number: 548-242-07-00

**Project Title:** HOLLY DRIVE IMPROVEMENTS PROJECT

**Description of the work to be done:** The proposed project includes installation of curb, gutter, sidewalk, AC pavement, retaining wall, curb ramps, driveways, fence, on and off-site drainage, and traffic striping on Holly Drive between South Willie James Jones Avenue and South Euclid Avenue. Existing utilities are to be relocated by others. The project is located in the Encanto Neighborhood, Southeastern Community of Council District 4. Due to the grade differences from the proposed project, a portion of the driveway at 4980 Holly Drive will need to be removed and replaced to match the new roadway elevations. The City will replace a portion of the existing driveway on private property at 4980 Holly Drive.

THE UNDERSIGNED PROPERTY OWNERS DO HEREBY GRANT to the City of San Diego, its agents and representatives, on behalf of said property owner(s) and their successors and assigns, and in consideration of the benefits to accrue to the subject real property, permission to enter upon the subject real property for the purpose of doing the work stated above, in accordance with the standards of the City of San Diego and the following terms and conditions:

1) the undersigned Property Owner(s) shall provide the City of San Diego, its agents and representatives, reasonable access to the above-described property to perform the necessary work; and

2) the permission herein granted shall terminate upon the date of completion of said work, as completion date is determined by the City of San Diego; and

3) in accord with project specifications, any private improvements damaged or disturbed during completion of the above-stated work, will be replaced in kind, and Property Owner(s) shall not be held liable for any damage to equipment or injury to personnel of the City of San Diego, its agents or employees, incurred in performance of said work.

David L. Fain 1-14-2013  
Property Owner Date

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This Permit is Requested, and Terms Approved, for the City by:

\_\_\_\_\_  
Name Title Department Date

**PERMIT TO DO WORK ON PRIVATE PROPERTY**

WBS #: S-11033

Date: November 26, 2012

Property Owner(s): PRESBYTERY OF SAN DIEGO

Property Owner(s) Address: 210 S Euclid Ave, San Diego, CA 92114

Address and legal description of where the work is to be done: Address: 210 Euclid Ave, San Diego  
Assessor's Parcel Number: 5482501700

**Project Title:** HOLLY DRIVE IMPROVEMENTS PROJECT

**Description of the work to be done:** The proposed project includes installation of curb, gutter, sidewalk, AC pavement, retaining wall, curb ramps, driveways, fence, on and off-site drainage, and traffic striping on Holly Drive between South Willie James Jones Avenue and South Euclid Avenue. Existing utilities are to be relocated by others. The project is located in the Encanto Neighborhood, Southeastern Community of Council District 4. Due to the grade differences from the proposed project, a portion of the driveway at 210 Euclid Avenue will need to be removed and replaced to match the new roadway elevations. The City will replace a portion of the existing driveway on private property at 210 Euclid Avenue.

THE UNDERSIGNED PROPERTY OWNERS DO HEREBY GRANT to the City of San Diego, its agents and representatives, on behalf of said property owner(s) and their successors and assigns, and in consideration of the benefits to accrue to the subject real property, permission to enter upon the subject real property for the purpose of doing the work stated above, in accordance with the standards of the City of San Diego and the following terms and conditions:

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- 3) in accord with project specifications, any private improvements damaged or disturbed during completion of the above-stated work, will be replaced in kind, and Property Owner(s) shall not be held liable for any damage to equipment or injury to personnel of the City of San Diego, its agents or employees, incurred in performance of said work.

*Billie Greene*      12/7/12  
 Property Owner *Chair*      Date

-----  
This Permit is Requested, and Terms Approved, for the City by:

_____	_____	_____	_____
Name	Title	Department	Date



**PERMIT TO DO WORK ON PRIVATE PROPERTY**

WBS #: S-11033

Date: September 26, 2012

Property Owner(s): HUFFMAN LIVING TRUST A & B

Property Owner(s) Address: 1016 Woodrow Ave, San Diego, CA 92114

Address and legal description of where the work is to be done: Address: 5039 Churchward St, San Diego, CA 92113

Assessor's Parcel Number: 548-250-14-00

**Project Title:** HOLLY DRIVE IMPROVEMENTS PROJECT

**Description of the work to be done:** The proposed project includes installation of curb, gutter, sidewalk, AC pavement, retaining wall, curb ramps, driveways, fence, on and off-site drainage, and traffic striping on Holly Drive between South Willie James Jones Avenue and South Euclid Avenue. Existing utilities are to be relocated by others. The project is located in the Encanto Neighborhood, Southeastern Community of Council District 4. Due to the proposed project, a portion of the driveway at 102 Euclid Avenue will need to be removed and replaced to match the new roadway elevations. The City will replace a portion of the existing driveway on private property at 102 Euclid Avenue.

THE UNDERSIGNED PROPERTY OWNERS DO HEREBY GRANT to the City of San Diego, its agents and representatives, on behalf of said property owner(s) and their successors and assigns, and in consideration of the benefits to accrue to the subject real property, permission to enter upon the subject real property for the purpose of doing the work stated above, in accordance with the standards of the City of San Diego and the following terms and conditions:

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- 2) the permission herein granted shall terminate upon the date of completion of said work, as completion date is determined by the City of San Diego; and
- 3) in accord with project specifications, any private improvements damaged or disturbed during completion of the above-stated work, will be replaced in kind, and Property Owner(s) shall not be held liable for any damage to equipment or injury to personnel of the City of San Diego, its agents or employees, incurred in performance of said work.

B. Y. Huffman      12-10-12  
 Property Owner      Date

Huffman Living trust A + B

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This Permit is Requested, and Terms Approved, for the City by:

Name	Title	Department	Date

**PERMIT TO DO WORK ON PRIVATE PROPERTY**

WBS #: S-11033

Date: November 26, 2012

Property Owner(s): PRESBYTERY OF SAN DIEGO

Property Owner(s) Address: 210 S Euclid Ave, San Diego, CA 92114

Address and legal description of where the work is to be done: Address: 210 Euclid Ave, San Diego  
Assessor's Parcel Number: 5482501700

**Project Title:** HOLLY DRIVE IMPROVEMENTS PROJECT

**Description of the work to be done:** The proposed project includes installation of curb, gutter, sidewalk, AC pavement, retaining wall, curb ramps, driveways, fence, on and off-site drainage, and traffic striping on Holly Drive between South Willie James Jones Avenue and South Euclid Avenue. Existing utilities are to be relocated by others. The project is located in the Encanto Neighborhood, Southeastern Community of Council District 4. Due to the grade differences from the proposed project, a portion of the driveway at 210 Euclid Avenue will need to be removed and replaced to match the new roadway elevations. The City will replace a portion of the existing driveway on private property at 210 Euclid Avenue.

THE UNDERSIGNED PROPERTY OWNERS DO HEREBY GRANT to the City of San Diego, its agents and representatives, on behalf of said property owner(s) and their successors and assigns, and in consideration of the benefits to accrue to the subject real property, permission to enter upon the subject real property for the purpose of doing the work stated above, in accordance with the standards of the City of San Diego and the following terms and conditions:

- 1) the undersigned Property Owner(s) shall provide the City of San Diego, its agents and representatives, reasonable access to the above-described property to perform the necessary work; and
- 2) the permission herein granted shall terminate upon the date of completion of said work, as completion date is determined by the City of San Diego; and
- 3) in accord with project specifications, any private improvements damaged or disturbed during completion of the above-stated work, will be replaced in kind, and Property Owner(s) shall not be held liable for any damage to equipment or injury to personnel of the City of San Diego, its agents or employees, incurred in performance of said work.

Billie Greene      12/7/12  
 Property Owner      Chair      Date

-----  
This Permit is Requested, and Terms Approved, for the City by:

_____	_____	_____	_____
Name	Title	Department	Date

**PERMIT TO DO WORK ON PRIVATE PROPERTY**

WBS #: S-11033

Date: September 26, 2012

Property Owner(s): DAVID L. FAIN

Property Owner(s) Address: 3954 Gamma St, San Diego, CA 92113-3917

Address and legal description of where the work is to be done: Address: 4980 Holly Dr, San Diego, CA 92113

Assessor's Parcel Number: 548-242-07-00

**Project Title:** HOLLY DRIVE IMPROVEMENTS PROJECT

**Description of the work to be done:** The proposed project includes installation of curb, gutter, sidewalk, AC pavement, retaining wall, curb ramps, driveways, fence, on and off-site drainage, and traffic striping on Holly Drive between South Willie James Jones Avenue and South Euclid Avenue. Existing utilities are to be relocated by others. The project is located in the Encanto Neighborhood, Southeastern Community of Council District 4. Due to the grade differences from the proposed project, a portion of the driveway at 4980 Holly Drive will need to be removed and replaced to match the new roadway elevations. The City will replace a portion of the existing driveway on private property at 4980 Holly Drive.

THE UNDERSIGNED PROPERTY OWNERS DO HEREBY GRANT to the City of San Diego, its agents and representatives, on behalf of said property owner(s) and their successors and assigns, and in consideration of the benefits to accrue to the subject real property, permission to enter upon the subject real property for the purpose of doing the work stated above, in accordance with the standards of the City of San Diego and the following terms and conditions:

1) the undersigned Property Owner(s) shall provide the City of San Diego, its agents and representatives, reasonable access to the above-described property to perform the necessary work; and

2) the permission herein granted shall terminate upon the date of completion of said work, as completion date is determined by the City of San Diego; and

3) in accord with project specifications, any private improvements damaged or disturbed during completion of the above-stated work, will be replaced in kind, and Property Owner(s) shall not be held liable for any damage to equipment or injury to personnel of the City of San Diego, its agents or employees, incurred in performance of said work.

David L. Fain 1-14-2013  
Property Owner Date

-----  
This Permit is Requested, and Terms Approved, for the City by:

\_\_\_\_\_  
Name Title Department Date



# City of San Diego

CITY CONTACT: Damian Singleton - Contract Specialist, Email: [dsingleton@sandiego.gov](mailto:dsingleton@sandiego.gov)  
Phone No. (619) 533-3482, Fax No. (619) 533-3633

## ADDENDUM "A"

FOR



## HOLLY DRIVE IMPROVEMENTS

BID NO.:	<u>K-14-5838-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-11033</u>
CLIENT DEPARTMENT:	<u>2112</u>
COUNCIL DISTRICT:	<u>4</u>
PROJECT TYPE:	<u>ID</u>

---

**BID DUE DATE:**

**2:00 PM  
JANUARY 30, 2014  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, SUITE 1400, MS 614C  
SAN DIEGO, CA 92101**

**A. CHANGES TO CONTRACT DOCUMENTS**

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

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

James Nagelvoort, PE  
Interim Director & City Engineer  
Public Works Department

Dated: *January 9, 2014*  
San Diego, California

JN/BD/ms)

# City of San Diego

CITY CONTACT: Damian Singleton - Contract Specialist, Email: [dsingleton@sandiego.gov](mailto:dsingleton@sandiego.gov)  
Phone No. (619) 533-3482, Fax No. (619) 533-3633

## ADDENDUM "B"

FOR



## HOLLY DRIVE IMPROVEMENTS

BID NO.:	<u>K-14-5838-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-11033</u>
CLIENT DEPARTMENT:	<u>2112</u>
COUNCIL DISTRICT:	<u>4</u>
PROJECT TYPE:	<u>ID</u>

---

### BID DUE DATE:

**2:00 PM**  
**FEBRUARY 13, 2014**  
**CITY OF SAN DIEGO**  
**PUBLIC WORKS CONTRACTING GROUP**  
**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**  
**SAN DIEGO, CA 92101**

# ENGINEER OF WORK

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

*Daniel A. Lee*      1-29-14  
1) Registered Engineer      Date

Seal:



*Brad Johnson*      1/29/14  
2) For City Engineer      Date

Seal:



## A. CHANGES TO CONTRACT DOCUMENTS

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

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

## B. BIDDER'S QUESTIONS

### **Questions pertaining to Scope or Specifications**

- Q1. On the E-1/37080-15-D, the legend shows a symbol for SDG&E service point. However, I do not see the legend used on the plan. Is the service point the SDG&E transformer labeled D195691-323, or is there another location that will be used as the service point to feed the street lighting system?
- A1. As part of this addendum, the SDG&E service order and location of the SDG&E transformer are included as Appendix K. See appendix K for SDG&E service point.
- Q2. There is no bid item for Maintenance or plant establishment period. Section 308-5.1 of the Contract Documents refers to a payment item called "Maintenance and Plant Establishment that does not exist. Should there be a bid item for maintenance?
- A2. Bid item # 65 has been added per this addendum for maintenance and plant establishment.
- Q3. Bid Item # 67: Modified Type B Curb Inlet including Storm Water Treatment System (Appendix H). We have found that the Storm Water Treatment System is a Jellyfish filter and have found specifications for the product. Appendix H does not include which model, a size, or a drawing for this treatment system so we don't really know the configuration of the set up with the Modified B Inlet. We need more information about this.
- A3. Additional pages with the drawing of the Storm Water Treatment System with the Jellyfish filter have been added to Appendix H as part of this addendum.

## C. VOLUME 1

1. To the NOTICE INVITING BIDS, page 8, item 7, CONSTRUCTION COST, **DELETE** in its entirety and **SUBSTITUTE** with the following:
7. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$1,080,000.00.**



2. To the NOTICE INVITING BIDS, page 8, item 9, CONTRACT TIME, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  9. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **156 Working Days**.
3. To the SUPPLEMENTARY SPECIAL PROVISIONS, page 44, SECTION 300 – EARTHWORK. Subsection 300-1.3.1, “General”, **DELETE** the last paragraph in its entirety.
4. To the SUPPLEMENTARY SPECIAL PROVISIONS, page 61, SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION, Subsection, 308-5.1, “General”, **DELETE** the last paragraph in its entirety and **SUBSTITUTE** with the following:

Payment for providing water during construction period shall be included in the payment for 24” Box Trees and Tree Installation, and no additional payment will be made therefore.

#### **D. APPENDICES**

1. To APPENDIX “H”, Modified Type B Inlet with Jellyfish Filter Specifications and Drawing, **ADD** pages 5 of 16 through 6 of 16 of this Addendum.
2. To the APPENDICES, **ADD** Appendix “K”, SDG&E Service Point, pages 7 of 16 through 9 of 16 of this Addendum.

#### **E. VOLUME 2**

1. To the BIDDING DOCUMENTS, PROPOSAL, (Bid), pages 11 through 16, **DELETE** their entirety and **SUBSTITUTE** with pages 10 of 16 through 16 of 16 of this Addendum.

James Nagelvoort, PE  
Director, Public Works Department

Dated: January 29, 2014  
San Diego, California

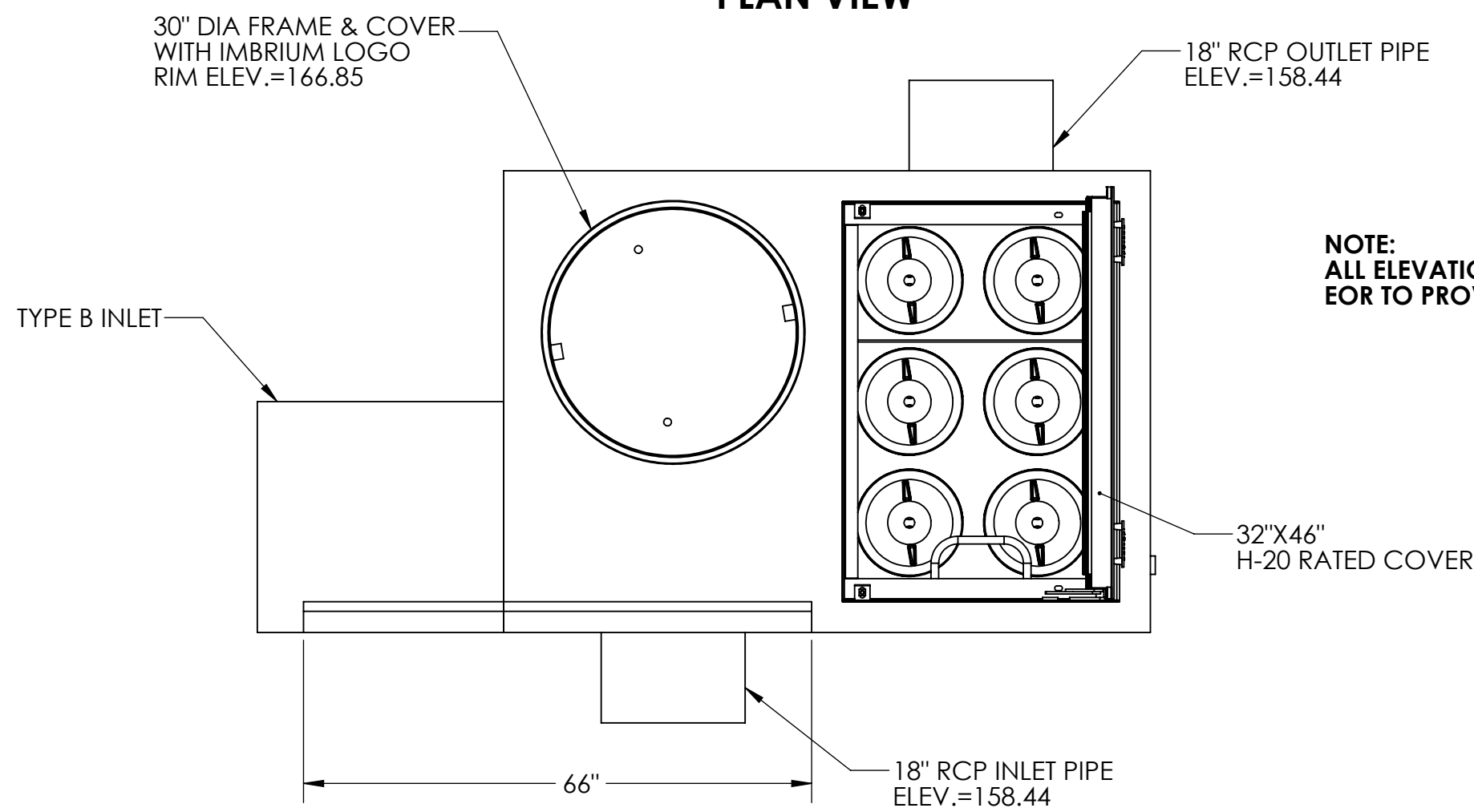
JN/AR//ls

NOTES:

1. DRAWING IS FOR SUBMITTAL PURPOSES - SHOP DRAWING MUST BE APPROVED BY ENGINEER PRIOR TO FABRICATION
2. ONLINE CONFIGURATION WITH WEIR OPENING TO ALLOW FOR LARGER STORMS TO BYPASS
3. CONTRACTOR WILL INSTALL AND LEVEL THE STRUCTURE, SEALING THE JOINTS, LINE ENTRY AND EXIT POINTS, AND ALL POINTS TO MAKE STRUCTURE WATERTIGHT.
4. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PREVENT UNTREATED CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL RUNOFF FROM ENTERING THE JELLYFISH CATCH BASIN
5. CONTRACTOR RESPONSIBLE TO CLEAN THE JELLYFISH CATCH BASIN PRIOR TO CARTRIDGE INSTALLATION AFTER THE SITE HAS BEEN STABILIZED IF UNIT IS DIRTY OR FULL OF DEBRIS
6. CARTRIDGE INSTALLATION SHALL OCCUR ONLY AFTER SITE HAS BEEN STABILIZED AND THE JELLYFISH UNIT IS CLEAN AND FREE OF DEBRIS. CARTRIDGES SHALL BE FURNISHED NEW, AT TIME OF FINAL ACCEPTANCE.
7. ALL DIMENSIONS INDICATED ARE IN INCHES UNLESS OTHERWISE SPECIFIED.
8. UNLESS OTHERWISE NOTED, BYPASS INFRASTRUCTURE, SUCH AS ALL UPSTREAM DIVERSION STRUCTURES, CONNECTING STRUCTURES, OR PIPE CONDUITS CONNECTING TO COMPLETE THE JELLYFISH SYSTEM SHALL BE PROVIDED AND ADDRESSED SEPARATELY.
9. DRAWING FOR INFORMATION PURPOSES ONLY. REFER TO EOR SITE/UTILITY PLAN FOR STRUCTURE ORIENTATION.
10. STEPS TO BE APPROXIMATELY 1'-1" APART AND DIMENSIONS MUST MEET LOCAL STANDARDS. CONFIGURATION OF INLET AND OUTLET CAN VARY TO MEET SITE'S NEEDS.
11. ALL SECTIONS AND PARTS TO MEET OR EXCEED ASTM C-478, ASTM C-443, AND ASTM D-4097 CORRESPONDING TO AASHTO SPECIFICATIONS, AND ANY OTHER SITE OR LOCAL STANDARDS.

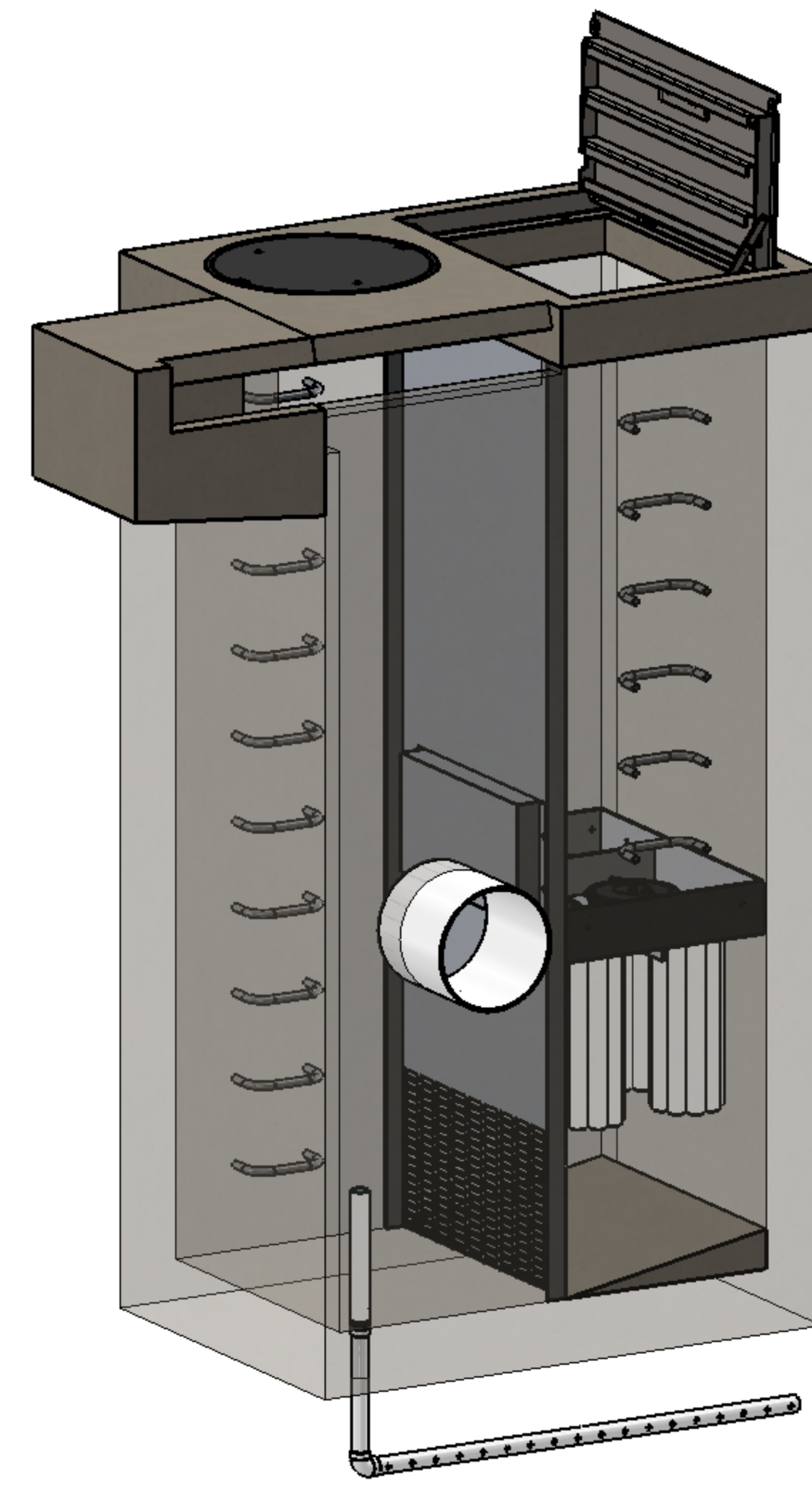
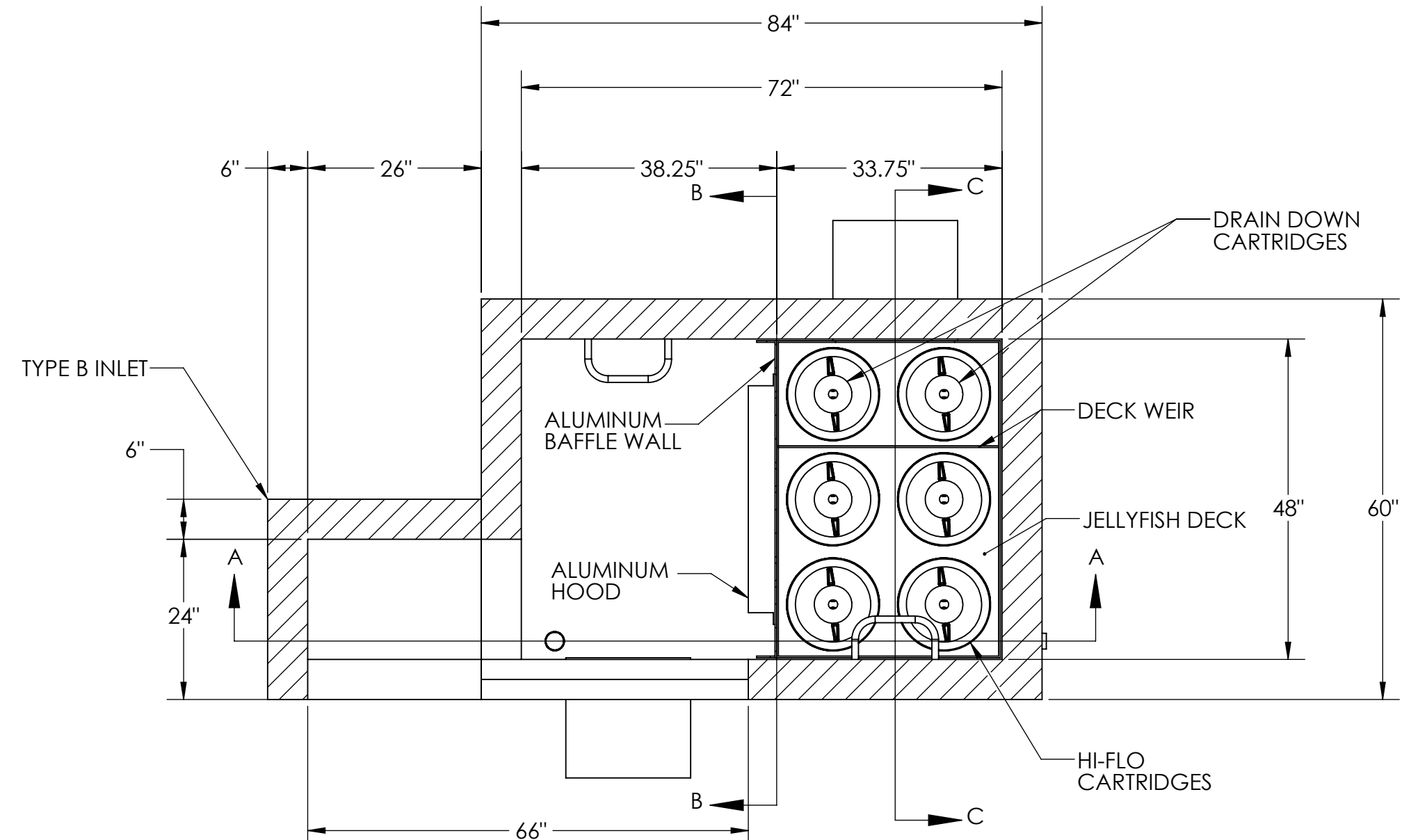
REVISIONS				
ZONE	REV.	DESCRIPTION	DATE	APPROVED
	1	INITIAL SOLIDWORKS DRAWING	02/28/2013	JS

PLAN VIEW



NOTE:  
ALL ELEVATIONS ARE PRELIMINARY  
EOR TO PROVIDE FINAL ELEVATIONS.

PLAN VIEW  
(With Top Slab Removed)



STRUCTURE & MODEL NO.	CARTRIDGE LENGTH	CARTRIDGE TYPE	FLOW RATE PER CARTRIDGE (GPM)	NO. OF CARTRIDGES	TOTAL FLOW RATE (GPM/CFS)
4'X6' JFC6-4-2	27"	DRAINDOWN HI-FLO	20 40	2 4	200/0.45

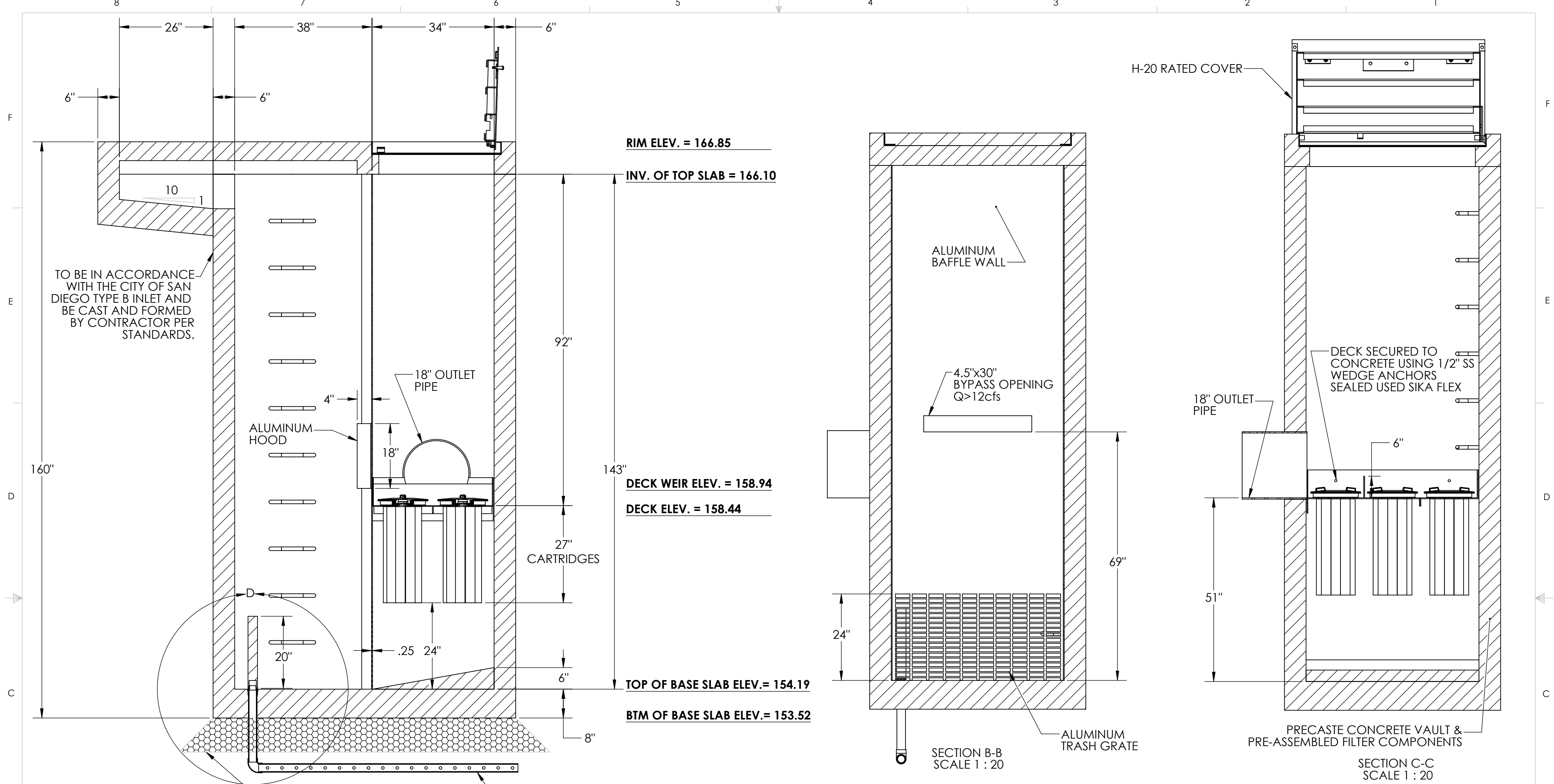
**PROPRIETARY AND CONFIDENTIAL**  
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF IMBRIUM SYSTEMS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF IMBRIUM SYSTEMS IS PROHIBITED.

UNLESS OTHERWISE SPECIFIED:	NAME	DATE
DIMENSIONS ARE IN INCHES	DRAWN	JStalker
FRACTIONAL: ±	CHECKED	02/28/13
ANGULAR: MACH ±	ENG APPR.	
TWO PLACE DECIMAL ±	COMMENTS:	
THREE PLACE DECIMAL ±		
MATERIAL		
FINISH		

Imbrium Systems Corp.  
**Jellyfish Filter**  
 HOLLY DRIVE JELLYFISH CATCH BASIN

SIZE DWG. NO. REV  
**C** 13-ISC0211-CA-JFC6-4-2 1

SCALE: SHEET 1 OF 2  
 Page 5 of 16



WOVEN SEPARATION GEOTEXTILE MAY BE PLACE UNDER BASE & FOUNDATION DRAIN ROCK IN ACCORDANCE WITH SITE DESIGN ENGINEER

SECTION A-A SCALE 1 : 20

SECTION B-B SCALE 1 : 20

SECTION C-C SCALE 1 : 20

FILTER 7.75" O.D. X 20" HIGH 50µm PORE OPENINGS

2" MARINE GRADE ALUMINUM ALLOY THREADED NIPPLE 5086-H32 ASTM B210 or SCHEDULE 40 PVC FITTING

2" DIA. MARINE GRADE ALUMINUM ALLOY PIPE 5086-H32 ASTM B210

SCHEDULE 40 PVC PIPE & FITTINGS CAST THROUGH BASE SLAB (2 OF THESE, 1 WITH THREADED MARINE GRADE ALUMINUM ALLOY CAP. A SECOND CARTRIDGE CAN BE INSTALLED IF SPECIFIED.)

DETAIL D SCALE 1 : 15

ORIFICE DISC WITH OPENING FOR 1-2 GPM FLOW

2" MARINE GRADE ALUMINUM ALLOY COUPLER 5086-H32 ASTM B210 or SCHEDULE 40 PVC COUPLER

WET VOLUME (CBF/Gal)	MAX. SEDIMENT CAPACITY PRIOR TO RECOMMENDED CLEANING (CBF/Gal)	FLOATABLE TRASH AND OIL CAPACITY (CBF/Gal)
93.5/699	24/179.5	150.4/1125

**PROPRIETARY AND CONFIDENTIAL**  
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF IMBRIUM SYSTEMS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF IMBRIUM SYSTEMS IS PROHIBITED.

UNLESS OTHERWISE SPECIFIED:		NAME	DATE
DIMENSIONS ARE IN INCHES		DRAWN	JStalker 02/28/13
TOLERANCES:		CHECKED	
FRACTIONAL ±		ENG APPR.	
ANGULAR: MACH ± BEND ±		COMMENTS:	
TWO PLACE DECIMAL ±			
THREE PLACE DECIMAL ±			
MATERIAL			
FINISH		Imbrium Systems Corp. 15400 Colhoun Drive, Suite 140 Rockville, MD 20855	

Imbrium Systems Corp.  
 TITLE: **Jellyfish Filter**  
**HOLLY DRIVE JELLYFISH CATCH BASIN**

SIZE	DWG. NO.	REV
<b>C</b>	13-ISC0211-CA-JFC6-4-2	<b>1</b>
SCALE:		

**APPENDIX K**  
**SDG&E SERVICE POINT**



# ELECTRIC UNDERGROUND METER & SERVICE LOCATION

Customer Copy

A Sempra Energy utility™

T.B. 1290-A4

Wanted Date: **ON CITY INSPECTION**

Service Type: **UG Service New**

Customer Type: **Commercial**

Date Prepared: **11/26/2012**

Project No: <b>253368</b>	Job No: <b>040</b>
Project Title: <b>HOLLY DR ST IMP-STLTS SERVICE PT</b>	
Project Address: <b>HOLLY (ST) BTWN EUCLID &amp; WILLI</b>	
Project City: <b>SAN DIEGO</b>	Customer Phone #:
Contact: <b>SABEEN COCHINWALA</b>	Contact Phone #: <b>619-533-4610</b>
<input type="checkbox"/> Traffic Control Permit Required. Excavation/Encroachment Permits Required By	
Service Attachment Point and/or Meter Location: <b>Locate NEW hand hole in sidewalk WITHIN 5 feet EAST of TRANSFORMER D195692 Customer to provide all trench, backfill, 3" conduit with 3/4" measuring tape, mandrel, 3309 hand hole (SDGE) and street/surface repair. Contact SDG&amp;E to schedule a pre-trench inspection at 619-699-1039 prior to excavating.</b>	
<input type="checkbox"/> SDG&E Application Required – Call: <b>1-800-411-7343</b>	
Municipal Inspection Required By <b>City of San Diego</b>	
Meter height – 4'0" min. (3'0" min. for multiple meter installation) – 6'3" max. From finish grade to centerline of meter base. Meters are required to be readily accessible 24 hours per day. Meters must be located in a safe area free of any potentially hazardous or dangerous condition. Provide 3-ft. X 3-ft. Minimum clear and level working space in front of meter. Where meter room is proposed, contact the planner at the nearest SDG&E office. Meter bases and meter service disconnects must be located at or immediately adjacent to each other and be identified with address and unit number it serves.	
<b>PROCEDURE FOR INSTALLATION</b>	
1. <b>PHONE DIG ALERT 811 AT LEAST TWO DAYS PRIOR TO TRENCHING FOR LOCATION OF UNDERGROUND UTILITIES.</b>	
2. Phone SDG&E at <b>619-699-1039</b> for the following: <ul style="list-style-type: none"> <li>• 3 working days prior to trenching to arrange pre-meet with inspector and initiate trenching process.</li> <li>• After excavation of trench, installation of conduit and service entrance equipment at meter location, CALL FOR INSPECTION. Do not cover conduit without inspector's written approval to backfill.</li> <li>• When trench is backfilled and compacted, CALL FOR INSPECTION.</li> <li>• If service entrance equipment is installed after backfill, CALL FOR INSPECTION OF THE EQUIPMENT.</li> </ul>	
3. Meter cannot be set until inspector has approved installation, including service equipment, and receipt of city/county/state inspection clearance.	
Power Source: <b>323-499</b>	Structure Number: <b>D195692</b>
Joint Trench with:	Handhole Installed by: <b>Customer</b>
Standards Page #: <b>3309</b>	Handhole Lid Shall Read: <b>SDG&amp;E</b>
Ladder Arms:	Stop Trench: <b>1" from transformer</b>
	Riser Quad:
Bend Installed by: <b>SDG&amp;E</b>	Type: <b>Transformer 3" 90 Deg 36"R DB60</b>
Conduit Installed by: <b>Customer</b>	Conduit Size: <b>1 - DB 3"</b>
Service Panel Rating:	Number/Size of Main Switch:
	Voltage:
# of Wires:	Phase:
	Utilities Maximum Contribution to Fault Current <b>N/A</b> Amps
Metering:	Meter Clips: <b>N/A</b>
Temp Service Charge Due on First Bill \$	

	<p>Additional Information: <input type="checkbox"/> Right-of-way Required Assessor's Parcel Number:</p> <p><b>Please call your Project Planner Michael Wong at 858-636-5716 with questions about application, inspection, construction or installation</b></p>	
<p>If SDG&amp;E encounters hazardous or toxic material while performing construction of your project, SDG&amp;E will halt work immediately and it will be your responsibility to remove and/or clean up all hazardous or toxic material prior to SDG&amp;E continuing construction. SDG&amp;E shall have no liability or obligation whatsoever to clean up, remove or remediate any hazardous or toxic materials discovered during the course of construction unless it is through negligence of SDG&amp;E. Customer-owned facilities to receive electrical service are subject to all applicable local and state of California inspection authority requirements. Building address and/or meter base must be posted prior to meter set. Information on this sheet is void after six (6) months from date. Keep this notice with building permit. All installations performed under this order must meet SDG&amp;E standards unless a written deviation has been approved.</p>		
Planner: <b>MIKE WONG</b>		Telephone: <b>858-636-5716</b>



Map Title: HOLLY DR SAN DIEGO  
 Printed By: CORP/MWong  
 Printed Date: 11/26/2012

CONFIDENTIAL - FOR INTERNAL USE ONLY, NOT FOR PUBLIC REVIEW - UNAUTHORIZED DUPLICATION PROHIBITED. This map is not survey grade, and SDG&E makes no representations or warranties, whether expressed or implied, as to its accuracy, correctness, defensibility, completeness or any other standard or measure of quality or adequacy or as to its use or intended use for any particular purpose. SDG&E disclaims all warranties, expressed or implied, including the warranty of fitness for a particular purpose. You are solely responsible for selecting this map to use and you are solely responsible for any consequences resulting from your use. ©2007 AT&T Intellectual Property I, L.P. All Rights Reserved.



**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **HOLLY DRIVE IMPROVEMENTS**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
<b>BASE BID</b>							
1.	1	LS	524126	2-4.1	Bonds (Payment and Performance)	<del>                    </del>	\$
2.	1	LS	237310	7-9.1.1	Video Recording of Existing Conditions	<del>                    </del>	\$
3.	1	LS	237310	7-10.2.6	Traffic Control Design	<del>                    </del>	\$
4.	1	LS	237310	7-10.2.6	Traffic Control	<del>                    </del>	\$
5.	1	AL		9-3.5	Field Orders - Type II	<del>                    </del>	\$45,000.00
6.	1	LS	238910	300-1.4	Clearing and Grubbing	<del>                    </del>	\$
7.	21	EA	561730	300-1.4	Tree Removal and Disposal	\$	\$
8.	370	CY	237310	300-2.9	Unclassified Excavation	\$	\$
9.	1,085	CY	237310	300-4.9	Unclassified Fill	\$	\$
10.	2	EA	237310	301-1.7	Adjust Sewer Manhole Frame and Cover to Grade	\$	\$
11.	2	EA	237110	301-1.7	Adjust Backflow Preventer to Grade	\$	\$
12.	9	EA	561730	301-1.7	Adjust Water Meter Frame and Cover to Grade	\$	\$
13.	2	EA	561730	301-1.7	Adjust Irrigation Control Valve Frame and Cover to Grade	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
14.	1,000	TON	237310	301-3.3.6	Cement-Treated Base	\$	\$
15.	1,100	SF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement	\$	\$
16.	1	TON	237310	302-5.9	3" AC Walkway (Behind Back of Sidewalk) at 4960 Holly	\$	\$
17.	10	TON	237310	302-5.9	4" AC Parking Lot at 102 Euclid	\$	\$
18.	180	TON	237310	302-5.9	1.5" AC Pavement	\$	\$
19.	110	TON	237310	302-5.9	7.0" AC Pavement	\$	\$
20.	360	TON	237310	302-5.9	2" AC Overlay	\$	\$
21.	11	TON	237310	302-5.9	3" AC Driveway (Behind Back of Sidewalk)	\$	\$
22.	4	EA	237310	302-5.9	Speed Cushions / Lumps	\$	\$
23.	120	LF	237310	302-5.9	AC Berm (Dikes-Asphalt Concrete)	\$	\$
24.	1,310	SF	237310	302-6.8	5.5" PCC Parking Lot	\$	\$
25.	3,200	SY	237310	302-7.5.2	Engineered Paving Mat	\$	\$
26.	1	EA	237110	303-1.11	Type 'B' Curb Inlet	\$	\$
27.	1	EA	237110	303-1.11	Type 'A' Storm Drain Cleanout	\$	\$
28.	40	LF	237110	303-1.11	Type 'D' Drainage Ditch	\$	\$
29.	3	EA	237310	303-1.11	Concrete Steps and Handrails at the Following Properties: 4985 Holly Drive, 4999 Holly Drive, 210 Euclid Ave	\$	\$



**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
30.	2	EA	237310	303-1.11	Concrete Steps and Handrails at the Following Properties: 5011 Holly Drive	\$	\$
31.	1,800	SF	238110	303-4.1.5	Masonry Retaining Wall (Bulletin 221 and 222)	\$	\$
32.	75	SF	238110	303-4.1.5	Remove and Reconstruct Private Wall at 210 Euclid	\$	\$
33.	650	SF	238110	303-4.1.5	Masonry Retaining Wall Type 3	\$	\$
34.	2,020	LF	237310	303-5.9	Curb and Gutter (6 Inch Curb, Type G)	\$	\$
35.	2,290	SF	237310	303-5.9	Decomposed Granite Driveway 6" Thick	\$	\$
36.	2,200	SF	237310	303-5.9	Driveway (Contiguous Sidewalk, Type B)	\$	\$
37.	590	SF	237310	303-5.9	Driveway (For Confined Right-of-Way)	\$	\$
38.	1,240	SF	237310	303-5.9	5-1/2" PCC Driveway (Behind Back of Sidewalk)	\$	\$
39.	60	SF	237310	303-5.9	PCC Private Walkway	\$	\$
40.	11,900	SF	237310	303-5.9	Sidewalk	\$	\$
41.	500	SF	237310	303-5.9	PCC Cross Gutter	\$	\$
42.	130	LF	237310	303-5.9	PCC Curb at Back of Sidewalk	\$	\$
43.	1	EA	237310	303-5.10.2	Type A Curb Ramp with Stainless Steel Detectable Warning Tiles	\$	\$
44.	1	EA	237310	303-5.10.2	Type B Curb Ramp with Stainless Steel Detectable Warning Tiles	\$	\$
45.	1	EA	237310	303-5.10.2	Type C-2 Curb Ramp with Stainless Steel Detectable Warning Tiles	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
46.	2	EA	237310	303-5.10.2	Type B Directional Curb Ramp (Appendix I) with Stainless Steel Detectable Warning Tiles	\$	\$
47.	1	EA	237310	303-5.10.2	Curb Ramp / Driveway Combination (14' wide, 7.5" thick, 12'x3' Stainless Steel)	\$	\$
48.	80	LF	238990	304-3.4	Remove and Reconstruct Existing Masonry and Wood Fence and Gate, including All Existing Appurtenances, to Match Existing (on Top of Wall - Where Present - or Behind Sidewalk)	\$	\$
49.	220	LF	238990	304-3.4	Remove and Replace 6' Chain Link Fence, including all Existing Appurtenances (behind Sidewalk)	\$	\$
50.	110	LF	238990	304-3.4	Remove and Replace 4' Chain Link Fence, including all Existing Appurtenances (behind Sidewalk)	\$	\$
51.	305	LF	238990	304-3.4	Relocate Existing Iron Fence, Gates with new posts at the Following Properties: 4985 Holly & 5011 Holly.	\$	\$
52.	1	LS	2373110	304-5	Signing	<del>\$</del>	\$
53.	1	LS	237110	306-1.1.6	Shoring and Bracing	<del>\$</del>	\$
54.	384	LF	237110	306-1.6	18" RCP Storm Drain	\$	\$
55.	100	LF	237110	306-1.6	Drain Pipe and Connect Sidewalk Underdrain Pipe	\$	\$
56.	5	EA	238210	307-2	Install Street Light	\$	\$
57.	2	EA	238210	307-2	Relocate Existing Streetlight	\$	\$
58.	815	SF	561730	308-7	Hydroseeding Per CESQA EC-4	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>	
59.	27	EA	561730	308-7	Tree grate & Frame 3'x6'	\$	\$	
60.	8	CY	561730	308-7	Cobble Mulch, ½"-2" dia, 3" Layer, Below Tree Grate	\$	\$	
61.	400	LF	561730	308-7	Vertical root barrier	\$	\$	
62.	27	EA	561730	308-7	Tree deep watering assembly	\$	\$	
63.	27	EA	561730	308-7	24" Box Trees and Tree Installation	\$	\$	
64.	4	EA	561730	308-7	Agricultural soil tests	\$	\$	
65.	1	LS	561730	308-7	90 Day Plant Establishment	<del>                    </del>	\$	
66.	1	LS	237310	314-4.3.7	Striping and Pavement Markings	<del>                    </del>	\$	
67.	20	EA	237310	314-5.6	Non-Reflective Pavement Markers	\$	\$	
68.	1	EA	237110	315-1.5	Modified Type 'B' Curb Inlet including Storm Water Treatment System (Appendix H)	\$	\$	
69.	1	LS	541330	701-13.8.4	Water Pollution Control Program Development	<del>                    </del>	\$	
70.	1	LS	237990	701-13.8.4	Water Pollution Control Program Implementation	<del>                    </del>	\$	
71.	1	AL	541330	701-13.8.4	Permit Fee - Type I	<del>                    </del>	\$613.00	
<b>ESTIMATED TOTAL BASE BID:</b>							\$	

TOTAL BID PRICE FOR BID (Items 1 through 71 inclusive) amount written in words:

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**BIDDING DOCUMENTS**

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The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: \_\_\_\_\_

The names of all persons interested in the foregoing proposal as principals are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

Bidder: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Signature: \_\_\_\_\_

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## BIDDING DOCUMENTS

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### NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.



THE CITY OF SAN DIEGO

Public Works Contracting Group  
 Contracting Division  
 1010 Second Avenue, Suite 1400  
 San Diego, CA 92101  
 (619) 533-3633

**FAX TRANSMITTAL**

Date: February 20, 2014

The following pages are intended for:

To: Estimator  
 Company: Dick Miller  
 FAX #: 760-471-6178  
 Phone #: 760-471-6842

From: Toni Thompson  
 Division: Contracting Division  
 FAX #: 619-533-3633  
 Phone #: 619-533-3435

**RE: Bid # K-14-5838-DBB-3 Holly Drive Improvements**

COMMENTS: In tabulating the bid results of subject project, we have found that the ESTIMATED TOTAL BASE BID is \$876,588.00 NOT \$883,388.00 as per your bid. Please FAX acknowledgement/concurrence of the correct amount, by 4:00pm today.

*DMI ACKNOWLEDGES AND CONCURS WITH THE CORRECTED  
 Base Bid Total.*

*Paul Winter*

*If there are any problems with receiving this FAX transmission (such as missing pages), please contact the Sender at the "From" phone number given above.*

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. RECEIPT BY AN UNINTENDED RECIPIENT DOES NOT CONSTITUTE A WAIVER OF ANY APPLICABLE PRIVILEGE.

If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service.

# TRANSACTION REPORT

FEB/20/2014/THU 03:27 PM

FAX (TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	FEB/20	03:25PM	917604716178	0:01:52	6	MEMORY OK	SG3 6113



THE CITY OF SAN DIEGO

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 Contracting Division  
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THE CITY OF SAN DIEGO

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# TABLE OF CONTENTS

## Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

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3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 .....	8
4. Contractors Certification of Pending Actions.....	9
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**BIDDING DOCUMENTS**

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**PROPOSAL**

**Bidder's General Information**

To the City of San Diego:

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

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**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 & Number) \_\_\_\_\_
- (4) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (5) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDING DOCUMENTS**

---

(3) Signature (Note: Signature must be made by a general partner)

\_\_\_\_\_  
Full Name and Character of partner  
\_\_\_\_\_  
\_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted DICK MILLER INC.

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

G. Bullock  
(Signature)

GLEN BULLOCK  
(Printed Name)

PRESIDENT  
(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of CALIFORNIA

(4) Place of Business (Street & Number) 930 BOARDWALK, SUITE H

(5) City and State SAN MARCOS, CA Zip Code 92078

(6) Telephone No. 760-471-6842 Facsimile No. 760-471-6178

**BIDDING DOCUMENTS**

---

**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A, B & C-12

LICENSE NO. 380204 EXPIRES JUNE 30, 2015

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.

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: gbullock@dickmillerinc.com

**BIDDING DOCUMENTS**

**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 M.F.B. Title PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 12 DAY OF FEBRUARY, 2014.

Notary Public in and for the County of SAN DIEGO, State of CALIFORNIA

H. Emadian HAMID EMADIAN NAEINI NOTARY PUBLIC  
(NOTARIAL SEAL)



**BIDDING DOCUMENTS**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

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

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

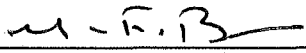
Holly Drive Improvements/ Project No. K-14-5838-DBB-3

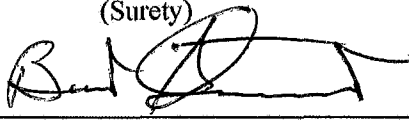
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes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

SIGNED AND SEALED, this 18th day of December, 2013.

Dick Miller, Inc. (SEAL)  
(Principal)

The Ohio Casualty Insurance Company (SEAL)  
(Surety)

By:   
(Signature)

By:   
(Signature) Bart Stewart, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6094386

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart

all of the city of Encinitas, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of April, 2013.



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

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

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 24th day of April, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of December, 2013.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 12/18/13 before me, Molly Cashman, Notary Public  
(Here insert name and title of the officer)

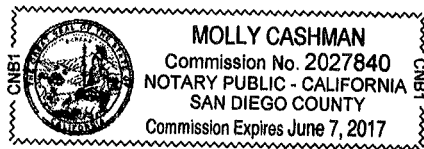
personally appeared Bart Stewart

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

*Molly Cashman*  
Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

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

DESCRIPTION OF THE ATTACHED DOCUMENT
_____ (Title or description of attached document)
_____ (Title or description of attached document continued)
Number of Pages _____ Document Date _____
_____ (Additional information)

CAPACITY CLAIMED BY THE SIGNER
<input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer _____ (Title)
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____





**BIDDING DOCUMENTS**

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: DICK MILLER INC.

Certified By GLEN BULLOCK Title PRESIDENT  
Name

*Glen Bullock* Date 2-12-14  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**

**BIDDING DOCUMENTS**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**  
**EQUAL BENEFITS PROGRAM**  
 202 C Street, MS 9A, San Diego, CA 92101  
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION	
Company Name: DICK MILLER INC.	Contact Name: GLEN BULLOCK
Company Address: 930 BOARDWALK, SUITE H, SAN MARCOS, CA 92078	Contact Phone: 760-471-6842
	Contact Email: gbullock@dickmillerinc.com

CONTRACT INFORMATION	
Contract Title: HOLLY DRIVE IMPROVEMENTS	Start Date: N/A
Contract Number (if no number, state location): K-14-5838-DBB-3	End Date: N/A

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

GLEN BULLOCK	PRESIDENT		2-11-14
Name/Title of Signatory		Signature	Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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rev 02/15/2011

**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **HOLLY DRIVE IMPROVEMENTS**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
<b>BASE BID</b>							
1.	1	LS	524126	2-4.1	Bonds (Payment and Performance)	<del>                    </del>	\$ 11,000.00
2.	1	LS	237310	7-9.1.1	Video Recording of Existing Conditions	<del>                    </del>	\$ 600.00
3.	1	LS	237310	7-10.2.6	Traffic Control Design	<del>                    </del>	\$ 2,500.00
4.	1	LS	237310	7-10.2.6	Traffic Control	<del>                    </del>	\$ 8,500.00
5.	1	AL		9-3.5	Field Orders - Type II	<del>                    </del>	\$45,000.00
6.	1	LS	238910	300-1.4	Clearing and Grubbing	<del>                    </del>	\$ 58,613.00
7.	21	EA	561730	300-1.4	Tree Removal and Disposal	\$ 350.00	\$ 7,350.00
8.	370	CY	237310	300-2.9	Unclassified Excavation	\$ 49.80	\$ 18,426.00
9.	1,085	CY	237310	300-4.9	Unclassified Fill	\$ 50.00	\$ 54,250.00
10.	2	EA	237310	301-1.7	Adjust Sewer Manhole Frame and Cover to Grade	\$ 800.00	\$ 1,600.00
11.	2	EA	237110	301-1.7	Adjust Backflow Preventer to Grade	\$ 750.00	\$ 1,500.00
12.	9	EA	561730	301-1.7	Adjust Water Meter Frame and Cover to Grade	\$ 260.00	\$ 2,340.00
13.	2	EA	561730	301-1.7	Adjust Irrigation Control Valve Frame and Cover to Grade	\$ 340.00	\$ 680.00

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
14.	1,000	TON	237310	301-3.3.6	Cement-Treated Base	\$ 40.00	\$ 40,000.00
15.	1,100	SF	237310	302-1.12	Cold Milling Asphalt Concrete Pavement	\$ 5.00	\$ 5,500.00
16.	1	TON	237310	302-5.9	3" AC Walkway (Behind Back of Sidewalk) at 4960 Holly	\$ 200.00	\$ 200.00
17.	10	TON	237310	302-5.9	4" AC Parking Lot at 102 Euclid	\$ 200.00	\$ 2,000.00
18.	180	TON	237310	302-5.9	1.5" AC Pavement	\$ 95.00	\$ 17,100.00
19.	110	TON	237310	302-5.9	7.0" AC Pavement	\$ 170.00	\$ 18,700.00
20.	360	TON	237310	302-5.9	2" AC Overlay	\$ 95.00	\$ 34,200.00
21.	11	TON	237310	302-5.9	3" AC-Driveway (Behind Back of Sidewalk)	\$ 200.00	\$ 2,200.00
22.	4	EA	237310	302-5.9	Speed Cushions / Lumps	\$ 4,200.00	\$ 16,800.00
23.	120	LF	237310	302-5.9	AC Berm (Dikes-Asphalt Concrete)	\$ 20.00	\$ 2,400.00
24.	1,310	SF	237310	302-6.8	5.5" PCC Parking Lot	\$ 5.50	\$ 7,205.00
25.	3,200	SY	237310	302-7.5.2	Engineered Paving Mat	\$ 3.40	\$ 10,880.00
26.	1	EA	237110	303-1.11	Type 'B' Curb Inlet	\$ 4,300.00	\$ 4,300.00
27.	1	EA	237110	303-1.11	Type 'A' Storm Drain Cleanout	\$ 4,000.00	\$ 4,000.00
28.	40	LF	237110	303-1.11	Type 'D' Drainage Ditch	\$ 75.00	\$ 3,000.00
29.	3	EA	237310	303-1.11	Concrete Steps and Handrails at the Following Properties: 4985 Holly Drive, 4999 Holly Drive, 210 Euclid Ave	\$ 3,500.00	\$ 10,500.00

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
30.	2	EA	237310	303-1.11	Concrete Steps and Handrails at the Following Properties: 5011 Holly Drive	\$ 7,200.00	\$ 14,400.00
31.	1,800	SF	238110	303-4.1.5	Masonry Retaining Wall (Bulletin 221 and 222)	\$ 42.50	\$ 76,500.00
32.	75	SF	238110	303-4.1.5	Remove and Reconstruct Private Wall at 210 Euclid	\$ 45.00	\$ 3,375.00
33.	650	SF	238110	303-4.1.5	Masonry Retaining Wall Type 3	\$ 42.50	\$ 27,625.00
34.	2,020	LF	237310	303-5.9	Curb and Gutter (6 Inch Curb, Type G)	\$ 26.00	\$ 52,520.00
35.	2,290	SF	237310	303-5.9	Decomposed Granite Driveway 6" Thick	\$ 1.20	\$ 2,748.00
36.	2,200	SF	237310	303-5.9	Driveway (Contiguous Sidewalk, Type B)	\$ 5.25	\$ 11,550.00
37.	590	SF	237310	303-5.9	Driveway (For Confined Right-of-Way)	\$ 5.50	\$ 3,245.00
38.	1,240	SF	237310	303-5.9	5-1/2" PCC Driveway (Behind Back of Sidewalk)	\$ 5.50	\$ 6,820.00
39.	60	SF	237310	303-5.9	PCC Private Walkway	\$ 5.60	\$ 336.00
40.	11,900	SF	237310	303-5.9	Sidewalk	\$ 4.35	\$ 51,765.00
41.	500	SF	237310	303-5.9	PCC Cross Gutter	\$ 8.25	\$ 4,125.00
42.	130	LF	237310	303-5.9	PCC Curb at Back of Sidewalk	\$ 15.00	\$ 1,950.00
43.	1	EA	237310	303-5.10.2	Type A Curb Ramp with Stainless Steel Detectable Warning Tiles	\$ 2,720.00	\$ 2,720.00
44.	1	EA	237310	303-5.10.2	Type B Curb Ramp with Stainless Steel Detectable Warning Tiles	\$ 2,720.00	\$ 2,720.00
45.	1	EA	237310	303-5.10.2	Type C-2 Curb Ramp with Stainless Steel Detectable Warning Tiles	\$ 2,720.00	\$ 2,720.00

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
46.	2	EA	237310	303-5.10.2	Type B Directional Curb Ramp (Appendix I) with Stainless Steel Detectable Warning Tiles	\$ 2,400.00	\$ 4,800.00
47.	1	EA	237310	303-5.10.2	Curb Ramp / Driveway Combination (14' wide, 7.5" thick, 12'x3' Stainless Steel)	\$ 4,270.00	\$ 4,270.00
48.	80	LF	238990	304-3.4	Remove and Reconstruct Existing Masonry and Wood Fence and Gate, including All Existing Appurtenances, to Match Existing (on Top of Wall - Where Present - or Behind Sidewalk)	\$ 90.00	\$ 7,200.00
49.	220	LF	238990	304-3.4	Remove and Replace 6' Chain Link Fence, including all Existing Appurtenances (behind Sidewalk)	\$ 25.00	\$ 5,500.00
50.	110	LF	238990	304-3.4	Remove and Replace 4' Chain Link Fence, including all Existing Appurtenances (behind Sidewalk)	\$ 22.00	\$ 2,420.00
51.	305	LF	238990	304-3.4	Relocate Existing Iron Fence, Gates with new posts at the Following Properties: 4985 Holly & 5011 Holly.	\$ 40.00	\$ 12,200.00
52.	1	LS	2373110	304-5	Signing	<del>XXXXXXXXXX</del>	\$ 2,150.00
53.	1	LS	237110	306-1.1.6	Shoring and Bracing	<del>XXXXXXXXXX</del>	\$ 5,800.00
54.	384	LF	237110	306-1.6	18" RCP Storm Drain	\$ 100.00	\$ 38,400.00
55.	100	LF	237110	306-1.6	Drain Pipe and Connect Sidewalk Underdrain Pipe	\$ 37.00	\$ 3,700.00
56.	5	EA	238210	307-2	Install Street Light	\$ 5,800.00	\$ 29,000.00
57.	2	EA	238210	307-2	Relocate Existing Streetlight	\$ 1,100.00	\$ 2,200.00
58.	815	SF	561730	308-7	Hydroseeding Per CESQA EC-4	\$ 0.80	\$ 652.00

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
59.	27	EA	561730	308-7	Tree grate & Frame 3'x6'	\$ 1,250.00	\$ 33,750.00	
60.	8	CY	561730	308-7	Cobble Mulch, ½"-2" dia, 3" Layer, Below Tree Grate	\$ 95.00	\$ 760.00	
61.	400	LF	561730	308-7	Vertical root barrier	\$ 8.00	\$ 3,200.00	
62.	27	EA	561730	308-7	Tree deep watering assembly	\$ 60.00	\$ 1,620.00	
63.	27	EA	561730	308-7	24" Box Trees and Tree Installation	\$ 270.00	\$ 7,290.00	
64.	4	EA	561730	308-7	Agricultural soil tests	\$ 375.00	\$ 1,500.00	
65.	1	LS	561730	308-7	90 Day Plant Establishment	<del>                    </del>	\$ 4,900.00	
66.	1	LS	237310	314-4.3.7	Striping and Pavement Markings	<del>                    </del>	\$ 2,800.00	
67.	20	EA	237310	314-5.6	Non-Reflective Pavement Markers	\$ 10.00	\$ 200.00	
68.	1	EA	237110	315-1.5	Modified Type 'B' Curb Inlet including Storm Water Treatment System (Appendix H)	\$ 40,000.00	\$ 40,000.00	
69.	1	LS	541330	701-13.8.4	Water Pollution Control Program Development	<del>                    </del>	\$ 1,000.00	
70.	1	LS	237990	701-13.8.4	Water Pollution Control Program Implementation	<del>                    </del>	\$ 4,200.00	
71.	1	AL	541330	701-13.8.4	Permit Fee - Type I	<del>                    </del>	\$613.00	
<b>ESTIMATED TOTAL BASE BID:</b>							\$	<del>883,388.00</del>

876588.<sup>10</sup>

TOTAL BID PRICE FOR BID (Items 1 through 71 inclusive) amount written in words:  
 EIGHT HUNDRED EIGHTY THREE THOUSAND, THREE HUNDRED EIGHTY EIGHT DOLLARS



**BIDDING DOCUMENTS**

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: A & B

The names of all persons interested in the foregoing proposal as principals are as follows:

GLEN BULLOCK

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

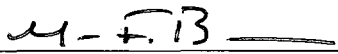
Bidder: Dick Miller Inc. - Glen Bullock

Title: President, Secretary & Treasurer

Business Address: 930 Boardwalk, Suite H, San Marcos, CA 92078

Place of Business: 930 Boardwalk, Suite H, San Marcos, CA 92078

Place of Residence: 5605 Golden Trails Way, Oceanside, CA 92057

Signature: 

## BIDDING DOCUMENTS

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### NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

**BIDDING DOCUMENTS**

**LIST OF SUBCONTRACTORS**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: H & D CONSTRUCTION CO. Address: 369 NO. MAGNOLIA AVE. City: EL CAJON State: CA Zip: 92022 Phone: 619-444-6118	CONSTRUCTOR	CONCRETE (PARTIAL)	\$150,001.00	SLBE	CITY SAN DIEGO	
Name: SCOTT FENCE CO. Address: 1255 DISTRIBUTION WAY City: VISTA State: CA Zip: 92081 Phone: 760-720-3766	CONSTRUCTOR	FENCING & HAND RAIL (PARTIAL)	\$34,320.00			
Name: CWT (CONTINENTAL WESTERN TRANSPORT) Address: P O BOX 22636 City: SAN DIEGO State: CA Zip: 92196 Phone: 858-268-1151	CONSTRUCTOR	ENGINEERED MAT	\$10,912.00			

① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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

*Handwritten:* 5.81

**BIDDING DOCUMENTS**

**LIST OF SUBCONTRACTORS**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: PATTERSON BROTHERS LIGHTING Address: P.O. BOX 2037 City: LAKESIDE State: CA Zip: 92040 Phone: 619-390-3797	CONSTRUCTOR	STREET LIGHTS	\$31,075.00			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____	CONSTRUCTOR					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____	CONSTRUCTOR					

① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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

**BIDDING DOCUMENTS**

**LIST OF SUBCONTRACTORS**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVO SB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVO SB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____	CONSTRUCTOR					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____	CONSTRUCTOR					
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____	CONSTRUCTOR					

① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVO SB		

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

**BIDDING DOCUMENTS**

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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



THE CITY OF SAN DIEGO

May 11, 2012

Dick Miller, Inc.  
Glen Bullock  
Richard Miller  
930 Boardwalk Suite G  
San Marcos, CA 92078

**Subject: Small Local Business Enterprise Certification**

Dear Glen and Richard:

Congratulations! We have reviewed your application and you have been approved for certification as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 12DM0726 and your classification is Construction. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective May 4, 2012. This certification expires on May 4, 2014 at which time you will need to reapply in accordance with the SLBE guidelines.

Special Note:

To ensure the correct information is included in our database please go to <https://pro.prismcompliance.com> select City of San Diego under jurisdiction, select go, type in your company name, select go, select your company and review the information. If there is inaccurate/missing information please e-mail [pjordan@sandiego.gov](mailto:pjordan@sandiego.gov).

If you have any questions please call 619-236-6297.

Thank you,

  
Debra Fischle-Faulk  
Department Director



Administration Department  
Small Local Business Enterprise Program  
202 C Street, 9<sup>th</sup> Floor, MS 9A  
San Diego, CA 92101-4806  
Telephone (619) 236-6297 Fax (619) 236-7344



## DICK MILLER INC - #53651

SUPPLIER PROFILE			
Legal Business Name	DICK MILLER INC		
Doing Business As	DICK MILLER INC		
Address	930 BOARDWALK STE H SAN MARCOS, CA 92078	Phone	(760) 471-6842
		FAX	(760) 471-6178
Email	<a href="mailto:gbullock@dickmillerinc.com">gbullock@dickmillerinc.com</a>		
Business Types	Construction		
Service Areas	Imperial, Orange, Riverside, San Diego,		
Keywords	GENERAL ENGINEERING EXCAVATION WORK PAVING MASONRY PARKING HIGHWAY IMPROVEMENTS		
Construction License Types	A - General Engineering B - General Building Contractor C-12 - Excavation work and paving		
Classifications	721410 - Highway and road construction services 721411 - Infrastructure building and surfacing and paving services 721519 - Masonry and stonework services 811015 - Civil engineering		

### Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	May 20, 2013	May 31, 2014
DVBE	Approved	Jun 4, 2013	May 31, 2014

### Certification History

TYPE	STATUS	FROM	TO
DVBE	Expired	May 15, 2012	May 31, 2013
SB	Expired	May 15, 2012	May 31, 2013
DVBE	Expired	Jun 12, 2010	May 31, 2012
SB (Micro)	Expired	May 18, 2010	May 31, 2012
SB (Micro)	Expired	Apr 21, 2009	Apr 30, 2010
DVBE	Expired	Apr 21, 2009	Apr 30, 2010