

City of San Diego

CONTRACTOR'S NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

CITY CONTACT: **Damian Singleton, Address: 1200 Third Avenue, Suite 200, MS 56P, San Diego, Ca 92101**

Email: dsingleton@sandiego.gov, Phone: (619) 235-5272; Fax: (619) 533-5176

E.Doringo/AR/egz



CONTRACT DOCUMENTS FOR

SATURN BLVD AND RIMBEY AVE SIDEWALK

VOLUME 1 OF 2

BID NO.: _____ L-13-5378-DBB-2

SAP NO. (WBS/IO/CC): _____ B-10145

CLIENT DEPARTMENT: _____ 2113

COUNCIL DISTRICT: _____ 8

PROJECT TYPE: _____ IK

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: **SLBE-ELBE FIRMS ONLY.**
- THIS IS A TRANSNET ARRA FUNDED CONTRACT THROUGH THE DEPARTMENT OF SANDAG.

ENGINEER OF WORK

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



A. Palaseyed
1) For City Engineer

Seal:
8/27/12
Date

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REQUIRED DOCUMENTS SCHEDULE

This table is intended to serve as a convenient tool for listing forms and documents required at different times. It is neither exhaustive nor must be considered a Contract Document by itself. Therefore, the users must review the entire Contract Documents and become familiar with the required documentation and the submittal schedule associated with each document.

Bidder's attention is directed to the City's Municipal Code §22.0807(e),(3)-(5) for important information regarding required documentation.

The specified EOC forms are all available for download from the EOC Program's web site at:

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

ITEM	WHEN	BY	WHAT
1.	BID DUE DATE/TIME	ALL BIDDERS	Proposal (Bid)
2.	BID DUE DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID DUE 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 DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID DUE DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID DUE DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> o Joint Venture Agreement o Joint Venture License
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement

REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN	BY	WHAT
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance
17.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC20 - Monthly Employment Report
18.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC25 - Monthly Invoicing Report
19.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC10 - Contract Change Order (CCO)
20.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC15 - Final Summary Report
21.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal

SPECIAL NOTICE
SMALL LOCAL BUSINESS ENTERPRISES (SLBE)
AND
EMERGING LOCAL BUSINESS ENTERPRISES (ELBE)
PROGRAM

This Contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOCP Requirements included in The WHITEBOOK. The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.

To the WHITEBOOK, GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS CONSTRUCTION CONTRACTOR REQUIREMENTS, Equal Employment Opportunity Outreach Program (A), **DELETE** in its entirety and **SUBSTITUTE** with the following:

- A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a Work Force Report (Form BB05) or an Equal Employment Opportunity (EEO) Plan, 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.

The City's EOCP specifications are included as follows:

1. City of San Diego's General Equal Opportunity Contracting Program for all construction contracts. See the "WHITEBOOK" for more information.
2. See the Required Documents Schedule for submittals.

The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows:

The Bidder are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all certified Subcontractors including SLBEs, ELBEs, DBEs, MBEs, WBEs, DVBEs, and OBEs.

The City has determined that the following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 14.3%.

For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive, and Allowance Bid Items (when shown by the City as Allowance – Type II in the Bid and Proposal forms) in the calculation. Allowance – Type I Bid Items are part of the Base Bid integral to the SOW

Pre-Bid Conference: A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform prospective Bidders of the submittal requirements and provisions relative to the Small Local Business Enterprise Program. Bidders are strongly encouraged to attend the Pre-Bid Conference to better understand the requirements of this contract.

Resources: The current list of certified SLBE-ELBE firms can be found on the Equal Opportunity Contracting Program Department website.

CITY OF SAN DIEGO, CALIFORNIA

INVITATION TO BIDS

- 1. RECEIPT AND OPENING OF BIDS:** Bid(s) will be received at the Public Works Contracting Group (PWCG) at **1200 THIRD AVENUE, SUITE 200, SAN DIEGO, CA 92101 UNTIL 1:30 PM on OCTOBER 9, 2012** for performing work on the following project (Project):

SATURN BLVD AND RIMBEY AVE SIDEWALK

- 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 Work consists of: Installation of new sidewalk, new curb & gutter, curb ramps, cross gutters, driveways, fence relocation, sign relocation, private utility relocations, utility cabinets & water meter relocations, new AC on PCC base.

The Work shall be performed in accordance with:

- Bid No. **L-13-5378-DBB-2** and Plans numbered **35491-1-D** through **35491-7-D**, inclusive.

- 3. ENGINEER'S ESTIMATE:** The Engineer's estimate of the most probable price for this contract is **\$463,000.00**.

- 4. LOCATION OF WORK:** The location of Work is Citywide unless specified otherwise as follows:

Saturn Boulevard from Rimbey Avenue to Leon Avenue and Rimbey Avenue from Saturn Boulevard to Berry Elementary School.

- 5. CONTRACT TIME:** The Contract Time for completion of the Work shall be **76 Working Days**.

- 6. 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.

The City has determined the following licensing classification(s) for this contract:

- **CLASS A**

- 7. PRE-BID CONFERENCE:** There will be a Pre-Bid Conference to discuss the scope of the project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group Conference Room at 1200 Third Avenue, Suite 200, San Diego, CA 92101 **at 10:00 AM, on SEPTEMBER 20, 2012**.

All potential bidders are encouraged to attend.

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) 236-6000 at least 5 Working Days prior to the Pre-Bid Conference to ensure availability.

- 8. CITY CONTACT INFORMATION:** See the cover of the Contract Documents.
- 9. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

1. STANDARD SPECIFICATIONS

Document No.	Filed	Description
PITS0504091	05-04-09	Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition
PITS090110-1	09-01-10	City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update *
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)
769023	09-11-84	Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause

NOTE: The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

2. STANDARD DRAWINGS

Document No.	Filed	Description
AEC1230163	12-31-06	City of San Diego Standard Drawings*
N/A	Varies	City Standard Drawings - Updates Approved For Use (when specified)*
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans

NOTE: *Available online under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip>.

- 10. WAGE RATES:** Prevailing wages are not applicable to this project.

11. INSURANCE REQUIREMENTS: Upon receipt of the City's Notice of Intent to Award letter, the Contractor will be asked to submit all certificates of insurance and endorsements to the City.

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.

You must ensure all required insurance certificates and endorsements are submitted accurately and on time. Failure to provide the requisite insurance documents by the date stated in the City's Notice of Intent to Award will result in delay of contract award and may result in annulment of the contract award or other more severe sanctions as provided in the City's Municipal Code §22.0807(e),(3)-(5).

Tony Heinrichs, Director
Public Works Department

INSTRUCTIONS TO BIDDERS

- 1. PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit Bid or Proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the total amount proposed, inclusive of all alternate bid items or the specified Task Order limits prior to the date of Bid 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 or a Task Order authorization. Complete information and prequalification questionnaires are available at:

<http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml>

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 Department Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

- 2. CONTRACTOR REGISTRATION:** Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- 3. 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.
- 4. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitation to 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 Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- 5. 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 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- 6. SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
- 7. AWARD PROCESS:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- 8. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- 9. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
- 10. QUESTIONS:** 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 procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

Questions received less than 14 days prior to the date for opening of Bids may not be answered.

Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.

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.

- 11. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 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.
- 12. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.
- 13. 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.

The entire specifications for the bid package do not need to be submitted with the bid. Bidder shall complete and submit, only, 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 City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

Bids and certain other specified forms and 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.

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

- 14. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):** With the exception of the contracts valued \$5,000 or less, GRC 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.

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.

A Bid received without the specified bid security will be rejected as being **non-responsive**.

- 15. AWARD OF CONTRACT OR REJECTION OF BIDS:** This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.

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.

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.

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-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

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.

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 Invitation to Bids.

The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

16. BID RESULTS: The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

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. Due to time constraints, Bid results cannot be given out over the telephone.

17. THE CONTRACT: 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 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working 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.

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.

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 10 Working 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.

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.

18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal 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.

19. DRUG-FREE WORKPLACE:

a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

b) Definitions:

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

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

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

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

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

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

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

Questions about the City's Drug-free Workplace Policy shall be referred to the Contract Specialist, Public Works Contracting Group.

20. AMERICANS WITH DISABILITIES ACT:

a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

b) Definitions:

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

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.

i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

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

iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.

21. CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE: This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf.

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

“**Compliance with San Diego Municipal Code §22.3224:** Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

22. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL: The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

<http://www.sandiego.gov/eoc/laborcompliance/#manual>.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.

23. PAYROLL RECORDS: The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

- 24. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§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.
- 25. EQUAL BENEFITS:** This contract is subject to the City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

“During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City’s website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

- 26. LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City’s approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City’s web site: <http://www.sandiego.gov>.

27. PRE-AWARD ACTIVITIES:

Pre-award Submittals - The Apparent Low Bidder (or winner in case of Design-Build contracts) 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**.

If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and PAL General Engineering, Inc., herein called "Contractor" for construction of **Saturn Blvd and Rimbey Ave Sidewalk**; Bid No. **L-13-5378-DBB-2**; in the amount of TWO HUNDRED THIRTY-TWO THOUSAND ONE HUNDRED NINETY-SIX DOLLARS AND 25/100 (\$232,196.25), which is comprised of the Base Bid.

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) That certain documents entitled **Saturn Blvd and Rimbey Ave Sidewalk**, on file in the Public Works Contracting Group as Document No. **B-10145**, as well as all matters referenced therein.
2. 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 **Saturn Blvd and Rimbey Ave Sidewalk**; Bid No. **L-13-5378-DBB-2**, 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 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**

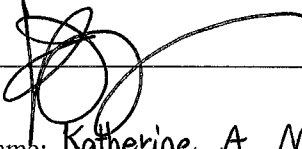
IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R - _____ or Municipal Code authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

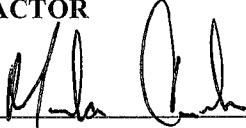
By: 
Stephen Samara
Senior Contract Specialist
Public Works Contracting Group

By: 
Print Name: Katherine A. Malcolm
Deputy City Attorney

Date: 1-10-2013

Date: 1/14/13

CONTRACTOR

By: 

Print Name: Marla Jahshan

Title: President

Date: 10/23/2012

City of San Diego License No.: B2008032175

State Contractor's License No.: 916931 A

CONTRACT FORMS (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

PAL General Engineering, Inc. _____, a corporation, as principal, and The Hanover 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 Two Hundred Thirty Two Thousand One Hundred Ninety Six and 25/100 for the faithful performance of the annexed contract, and in the sum of \$232,196.25 for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Saturn Blvd and Rimbey Ave Sidewalk; Bid No. L-13-5378-DBB-2**, 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 FORMS (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated October 24, 2012

Approved as to Form and Legality

PAL General Engineering, Inc.

Principal

By 

Marla Jahshan, President

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

1/14/13

The Hanover Insurance Company

Surety

By 

Attorney-in-fact
Kim D. Vasquez

2 MacArthur Place, 2nd Floor

Local Address of Surety

Santa Ana, CA 92707

Local Address (City, State) of Surety

(714) 415-3808

Local Telephone No. of Surety

Premium \$ 2647.00

Bond No. 1015485

By: 

Stephen Samara
Senior Contract Specialist
Public Works Contracting Group

ACKNOWLEDGMENT

State of California
County of San Diego)

On October 24, 2012 before me, Kathy Scheuerman, Notary Public
(insert name and title of the officer)

personally appeared Kim D. Vasquez,
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 Kathy Scheuerman (Seal)

ACKNOWLEDGMENT

State of California
County of San Diego

On October 24, 2012 before me, Yasmin Alquraini, Notary Public
(insert name and title of the officer)

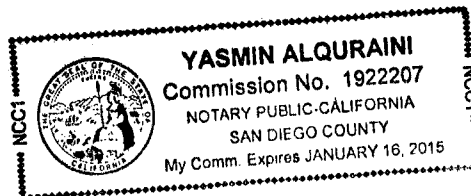
personally appeared Muhammad Salih,
who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are
subscribed to the within instrument and acknowledged to me that he ~~(s)~~ she/they executed the same in
his ~~(s)~~ her/their authorized capacity ~~(ies)~~, and that by his ~~(s)~~ 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 Yasmin Alquraini

(Seal)



CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Saturn Blvd and Rimbey Ave Sidewalk

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 INSTRUCTION TO BIDDERS, "Drug-Free Workplace", of the project specifications, and that;

 PAL General Engineering, 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 

Printed Name Marla Jahshan

Title President

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Saturn Blvd and Rimbey Ave Sidewalk

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 INSTRUCTION TO BIDDERS, "American With Disabilities Act", of the project specifications, and that;

 PAL General Engineering, Inc.

(Name under which business is conducted)

has in place a 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 

Printed Name Marla Jahshan

Title President

CONTRACTOR CERTIFICATION


CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Saturn Blvd and Rimbey Ave Sidewalk

I declare under penalty of perjury that I am authorized to make this certification on behalf of PAL General Engineering, 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 INSTRUCTION TO BIDDERS ("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 23rd Day of October, 2012.

Signed 

Printed Name Marla Jahshan

Title President

AFFIDAVIT OF DISPOSAL

WHEREAS, on the _____ DAY OF _____, 2____, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Saturn Blvd and Rimbey Ave Sidewalk

(Project)

as particularly described in said contract and identified as Bid No. **L-13-5378-DBB-2**; SAP No. (WBS/IO/CC) **B-10145**; and **WHEREAS**, the specifications of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

NOW, THEREFORE, in consideration of the final payment by the 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 _____, 2_____.

by _____ Contractor

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)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:

STYLE OF SPECIFICATIONS

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for “Plain Language” to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's." Similarly, interpret "we" and “us” as "the City" and "our" as "the City's.”

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

Agency – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

Certificate of Compliance – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Certificate of Compliance – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

Contract Documents – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bid, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City’s EOC Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bid or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk’s Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

Normal Working Hours - To the City Supplement, ADD the following:

The Normal Working Hours shall be 8:30 AM to 3:30 PM.

Notice of Completion (NOC) – ADD the following:

See California Civil Code section 3093.

Limited Notice To Proceed – A written notice given from the City to the Contractor that authorizes the Contractor to start a limited amount of work that is not Construction Work, such as finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, and any other preliminary work done prior to performing Construction Work.

Samples - Physical which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-1.2.2 Joint Venture Contractors. To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

2-3.1.2 Subcontractor List. ADD the following:

For Extra Work, the Contractor shall submit Form CC10, “CONTRACT CHANGE ORDER (CCO)” with each CCO proposal. Form CC10 is available for download from the EOCP site at: <http://www.sandiego.gov/eoc/pdf/cc10.pdf>

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

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent 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 determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

2-3.3 Status of Subcontractors. ADD the following:

With every request for payment, the Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under Change Order by the Contractor and the Subcontractors. The reporting format shall be approved by the Engineer.

2-3.4 Subcontract Requirements. To the City Supplement, ADD the following paragraph:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

2-5.2 Precedence of Contract Documents. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

2-5.2 Precedence of Contract Documents. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits (i.e., issued by jurisdictional regulatory agencies)
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract and Agreement
- 4) Addenda
- 5) Bid (e.g., price Proposal for Design-Build contracts)
- 6) Request for Proposal (RFP)
- 7) Invitation to Bid
- 8) Instruction to Bidders
- 9) Request for Qualifications (RFQ)
- 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP))
- 11) Plans
- 12) Construction Documents (for Design-Build contracts)
- 13) Standard Drawings
- 14) Reference Specifications (e.g., GREENBOOK)
- 15) Technical Proposal (for Design-Build contracts)
- 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

2-5.3.1 General. DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

2-5.4.1 General. ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

2-6 WORK TO BE DONE. ADD the following:

In accordance with the provisions of California Law, the Contractor shall possess or require the Subcontractor(s) to possess valid appropriate license(s) for the Work being performed.

2-9.2 Survey Services. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall be responsible for all surveying services or as may be specified in these special provisions.

The payment for survey services shall be included in the various Bid items unless a Bid item for Survey Service has been provided.

2-10 AUTHORITY OF BOARD AND ENGINEER. ADD the following:

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

2-11 INSPECTION. ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

2-14.3 Coordination. To the City Supplement, ADD the following:

Other adjacent City project(s) is(are) scheduled for construction for the same time period in the vicinity of Rimbe Avenue near Berry Elementary School. See Appendix "F" for approximate location. The Work shall be coordinated with the adjacent project(s) as listed below:

- a) Rimbe Avenue Pop-out and Lighted Crosswalk, Project Manager Edric Doringo (619) 533-4634.

ADD: 2-17 CONTRACTOR REGISTRATION. The Contractor, Subcontractors, and Suppliers shall register with the City’s EOCB via Prism® i.e., the City’s web-based contract compliance portal at:

<https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx>.

The Contractor shall ensure that proposed Subcontractors and Suppliers have completed the registration prior to Notice of Intent to Award. If the Contractor fails to have its Subcontractors and Suppliers registered after the NTP has been issued, the City will withhold a minimum of 10% in addition to the Retention from all invoices submitted until the Contractor and all listed Subcontractors and Suppliers are properly registered in PRISM.

SECTION 3 – CHANGES IN WORK

3-3.2.2 Basis for Establishing Costs. To the City Supplement, item (a) Labor, 1st and 2nd paragraphs, DELETE in their entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., “PUBLIC WORKS PAYROLL REPORTING FORM” which is available at <http://www.sandiego.gov/eoc/pdf/payrollreport.pdf> to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.1 General. First paragraph, ADD the following:

Other standard items or materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Special Provisions. For a list of these items or materials, the Contractor may refer to the Contract Documents.

4-1.3.5 Special Inspections. To the City Supplement, ADD the following:

Special Inspection and testing by the Special Inspectors shall meet the minimum requirements of the prevailing Codes and by the City’s Development Services Department (DSD) and reference in <http://www.sandiego.gov/development-services/industry/special.shtml>

4-1.5 Certificates of Compliance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

4-1.5 Certificates of Compliance. DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

4-1.6 Trade Names or Equals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on a City form when provided by the City.
- b) The request for substitution shall include the following information:
 - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - iii. All variations of the proposed substitute from the items originally specified will be identified.
 - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City’s review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor's expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
- f) The lack of action(s) on the Engineer’s side within the Contractor’s requested time shall not constitute acceptance of the substitution.
- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.

- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.
- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- l) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1.1 Contracts Less Than \$500,000 In Value. To the City Supplement, ADD the following:

- g) Use a scheduling product e.g., Microsoft Project or approved equal program capable of producing the required information in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and these specifications for the computerized CPM scheduling and monthly update reports.

6-1.2 Commencement of Work. To the GREENBOOK and the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Unless specified otherwise, construction shall start within 5 Working Days after NTP and be diligently prosecuted to completion within the Contract Time. The Contractor shall not start any construction activity at the Site until the Pre-construction Meeting is held and the NTP has been issued by the Engineer.

Upon the Contractor's written request, the City may delay the NTP as follows:

- a) Up to 5 Working Days from the Pre-construction Meeting, or
- b) Up to 40 Working Days from the Limited NTP for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL," or
- c) Up to 60 Working Days from the Limited NTP for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."
- d) The Contractor shall notify SDG&E at least 10 Working Days prior to excavating within 10' of SDG&E Underground High Voltage Transmission Power Lines (i.e., 69 KV and higher).

For areas that do not require engineered TCP on D-sheets, the Contractor may at any time after the Pre-construction Meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If the Contractor decides to commence the construction work before the completion of the D-sheet TCPs, the Contractor shall forfeit the 60 Working Days specified here. The D-sheet TCP shall be done concurrently and no additional time will be granted.

For paving Work, the Contractor shall coordinate the Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and the Engineer.

ADD: 6-1.8 Pre-construction Meeting. Within 20 Working Days from the Limited NTP the Engineer will schedule a mandatory pre-construction meeting (Pre-construction Meeting) with the Contractor. The agenda will include items such as NTP, design services and submittal and review process for Design-Build contracts, critical elements of the work schedule, submittal schedule, cost breakdown of

major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

6-7.1 General. To the City Supplement, ADD the following:

- d) If weather condition is suitable, the Contractor shall complete each street segment within 15 Working Days from the day the slurry seal or asphalt overlay is placed. Each completed segment shall include other incidental Work items e.g., weed abatement, damaged asphalt pavement replacement, asphalt patching, resurfacing, striping, markings, raised pavement markers, and inlet markers.

ADD: 6-8.1 Completion. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.1 Completion. The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

6-8.2 Acceptance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.2 Acceptance. Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

6-8.3 Warranty. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.3 Warranty. Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 3 years:
 - 1. Work under Section 500
 - 2. DWT Construction
 - 3. LED signal modules
 - 4. Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
- d) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.

- f) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- g) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- h) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- i) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- j) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

6-9 LIQUIDATED DAMAGES. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

MODIFY to increase the daily value from \$250 to \$1,000 for contracts with a value of over \$100,000.

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 this contract.

ADD: 7-3.1 Policies and Procedures.

- a) You must procure the insurance described below, at your 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.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) 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 this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) 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.

- e) 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 this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

ADD: 7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- a) 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.
- b) 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).
- c) 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.
- d) All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

General Annual Aggregate Limit	Limits of Liability
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.

- a) 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”).
- b) All costs of defense must be outside the limits of the policy.

ADD: 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 Eligible Surplus Lines Insurers (LESLI 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.

ADD: 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.

ADD: 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.
 1. 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.
 2. 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 the Contractor's 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.

ADD: 7-3.6 Deductibles and Self-Insured Retentions. You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

ADD: 7-3.7 Reservation of Rights. We reserve 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. We 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.

ADD: 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.

ADD: 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.

- a) In accordance with the provisions of §3700 of the California Labor Code, you must provide at its 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.

- b) 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

- c) By signing and returning this 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 will 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, DELETE item e) in its entirety.

7-8.6 Water Pollution Control. ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, "CHANGES IN WORK."

7-10.1 Traffic and Access. To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

Fire Department Dispatch	(Street or alley closure)	(858) 573-1300
Police Department Traffic	(Street or alley closure)	(858) 495-7800
Street Division/Electrical	(Traffic signals)	(619) 527-7500
U.S. Navy	(32nd Street Naval Station)	(619) 556-1319
Underground Service Alert	(Any excavation)	(800) 422-4133
MTS	(Street Closure and Bus Stops)	(619) 238-0100 Ext 6451

7-10.6 Traffic Plate Bridging. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.
- c) For the minimum thickness of plates refer to Table 7-10.6(A):

Table 7-10.6(A) - Trench Width / Minimum Plate Thickness

Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 1/4" (32 mm)

For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the Engineer.

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.

- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
 - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
 - ii. Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.
- h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.
- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 207 – PIPE

ADD: 207-17.2.3 Pipe Manufacturer. Pipe, fittings, couplings, and joints as manufactured or distributed by J-M Manufacturing Company shall not be used on this contract.

207-26.1.1 Polymer Concrete Water Meter Boxes. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Boxes and covers to be installed in traffic areas shall have a reinforced polymer concrete frame and cover designed for AASHTO H-20 traffic loading. Boxes and covers to be installed in non-traffic areas shall have reinforced polymer concrete reader lids designed for A-10 traffic loading in accordance with ASTM-C857. Traffic areas are defined as any location in which vehicular traffic is

evident or highly likely under normal conditions. Non-traffic areas are locations with no vehicular traffic. Covers shall have a logo reading “PUD WATER” as well as the manufacturer’s name or logo cast in the polymer concrete surface. A cover and lid selected at random shall be tested. The cover and lid shall support without failure a total vertical load of at least 1,000 pounds, when supported in a horizontal position in the meter box. The load shall be applied to the center of the lid by a cylindrical pin, 1.952” in diameter, supported on a 2-inch thick rubber pad.

Unless provided for as a separate Bid item, payment for Polymer Concrete Box shall be included in the Bid item for water services.

207-26.1.5 Polyvinyl Chloride Pipe 2” Only. To the City Supplement, DELETE in its entirety.

SECTION 216 – DETECTABLE WARNING TILES

216-1.2 Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Materials for DWT specified herein shall be per the City's Approved Materials List (AML). The tiles shall have the manufacturer's logo stamped permanently on the product with identifying information such as model number and type.

- a) The Stainless Steel Cast in Place DWT shall be of 16 gauge Type 304L with an integral micro-texture non-slip surface stamped into the stainless steel plate on the top of the domes and in the field surface between the domes. It shall have an ultra violet stabilized coating.
- b) Vitrified Polymer Composite (VPC) Cast in Place DWT shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. VPC Product shall be provided with a 5-year manufacturer written warranty form materials and installation.
- c) For others materials and a complete listing of material physical property requirements refer to the City's AML.

PART 3 – CONSTRUCTION METHODS

SECTION 302 – ROADWAY SURFACING

302-6.8 Measurement and payment. To the City Supplement, DELETE in its entirety.

302-13.4 Application. To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or pockets of entrapped air. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The width of sealant remaining on the surface shall not exceed 1.5” on either side of the crack. Any debris blown onto adjacent gutters, sidewalks, parkways, medians, intersections or other areas shall be removed prior to the end of the Working Day.

ADD: PART 8 – ENVIRONMENTAL WORKS

SECTION 801 – WATER POLLUTION CONTROL

801-9.3 BMP Requirements. To the City Supplement, ADD the following:

- c) WTAP shall be required when the Project exceeds the Maximum Disturbed Area Requirements unless the grading Work is performed in phases that do not exceed the limit shown on the Plans per phase.

SECTION 807 – RESOURCE DISCOVERIES

ADD: 807-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for Saturn Boulevard & Rimbey Avenue Sidewalk Improvements, Project No. N/A, as referenced in the Contract Appendix. The Contractor shall comply with all requirements of the Notice of Exemption as set forth in Contract Appendix.

Unless a separate Bid item has been provided for compliance with the City's prepared environmental document e.g., MMRP, payment shall be included in the various Bid items.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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.: PROJECT TITLE: Saturn Boulevard & Rimbey Avenue Sidewalk Improvements

PROJECT LOCATION-SPECIFIC:
On Saturn Blvd. and Rimbey Avenue in the Otay Mesa Nestor Community.

PROJECT LOCATION-CITY/COUNTY: SAN DIEGO/SAN DIEGO

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT:
This project will install 4,500 SF of new sidewalk, 900 LF of new curb & gutter, 2 Curb Ramps, 8 driveways, fence relocation, sign relocation, private utility relocations, relocations of street lights, utility cabinets & water meters and new 2" AC on 7" PCC base. The roadway will be widened to 52' and an additional bike lane and parking lane will be added.

NAME OF PUBLIC AGENCY APPROVING PROJECT: CITY OF SAN DIEGO

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Bryan Olson, Junior Engineer, City Of San Diego Engineering &Capital Projects Department 600 B St. Ste. 908A MS San Diego, Ca 92101 Tel: 619- 533-4634

- 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; 15304. Minor Alterations to Land
 - () STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego has conducted an Initial Study which determined that since the sidewalk project is a minor improvement, resulting in only minimal grading and trenching, is located within the public right of way, and the project does not have the potential to disturb biological and historical resources, that the project would qualify to be categorically exempt from CEQA pursuant to section 15304 - Minor Alterations to Land.

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

Juan O'Leary Sr Planner
SIGNATURE/TITLE

12/6/10
(DATE)

CHECK ONE:
(X) SIGNED BY LEAD AGENCY DATE RECEIVED FOR FILING AT OPR:
() SIGNED BY APPLICANT

APPENDIX B

Fire Hydrant Meter Program

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

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.)

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

- 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.

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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.

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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.

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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

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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

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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

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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.

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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.

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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).

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

Department: METER SHOP 619 527 7449
2797 Caminito Chollas • San Diego, California 92105-5097 • FAX 619 527 3125

NS Req:	Fac #:
Date:	By:

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

Fire Hydrant Location: (Attach detailed map, Thomas Bros. map location or construction drawing.)

Specific Use of Water:

Any return to Sewer or Storm Drain, if so, explain:

Estimated Duration of Meter Use: Check Box if Reclaimed Water

Company Information

Company Name:

Mailing Address:

City: State: Zip Code: Phone: ()

*Business License #: *Contractor License #:

*A copy of the Contractor's License and/or Business License is required at the time of meter issuance.

Name and Title of Agent: Phone: ()

Site Contact Name and Title: Phone: ()

Pager #: Cell: ()

Responsible Party Name: Title:

Social Security or 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.

Fire Hydrant Meter Removal Request

Check Box to Request Removal of Above Meter Requested Removal Date:

Provide current Meter location if different from above:

Signature: Title: Date:

Phone: () Pager: ()

For Office Use Only

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter
CIS Account #:	Deposit Amount: \$ Fees Amount: \$
Meter Serial #:	Meter Size: Meter Make & Style:
Backflow #:	Backflow Size: Meter Make & Style:
Name:	Signature: Date:

\$1,108.45 - FOR 24 HR INSTALLATION
 \$1,052.26 - FOR 48 HR INSTALLATION

FHM App Created: 11/2/00-htp

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO 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 Seeding
Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing**

Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

"Exhibit C"

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 refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

City of San Diego, Water Department
Attn: Meter Services
2797 Caminito Chollas
San Diego, Ca. 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx-xxx.

Sincerely,

City of San Diego Water Department



Fire Hydrant Meter Relocate/Removal Request

(EXHIBIT D)

For Office Use Only

NS Req:	FHM Fac #:
Date:	By:

Date:

Instruction: Complete pertinent information then FAX both form and map to (xxx) xxx-xxxx, mail, or hand-deliver to the City of San Diego, Water Department/Meter Shop at: 2707 Caminito Chollas San Diego, CA 92105

Meter Information

Billing Account #:	Requested Move Date:
Current Fire Hydrant Meter Location:	
New Meter Location: (Attach a detailed map, Thomas Bros map location or construction drawing.)	

Company Information

Company Name:			
Mailing Address			
City:	State:	Zip Code:	Phone: ()
Name and Title of Requestor:			Phone: ()
Site Contact Name and Title			Phone: ()
Pager #:			Cell: ()
Responsible Party Name authorizing relocation fee:			
Signature:	Title:	Date:	

Fire Hydrant Meter Removal Request

<input type="checkbox"/> Check Box to Request Removal of Above Meter	Requested Removal Date:	
Provide current Meter location if different from above:		
Signature:	Title:	Date:
Phone: ()	Pager: ()	

For Office Use Only

CIS Account #:	Fees Amount: \$		
Meter Serial #:	Size:	Make/Style	
Backflow #:	Size:	Make/Style	
Name:	Signature:	Date:	

FHM Relocate_Removal Form

FHM App Created: 11/2/00-htp

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

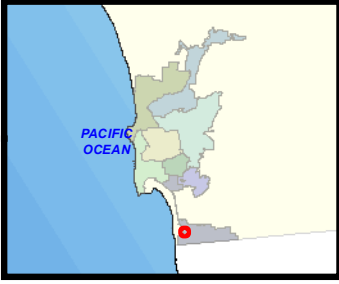
APPENDIX D

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						
CHANGE ORDERS											
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)						
SUMMARY								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						Retention and/or Escrow Payment Schedule					
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											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

APPENDIX E

Location Map



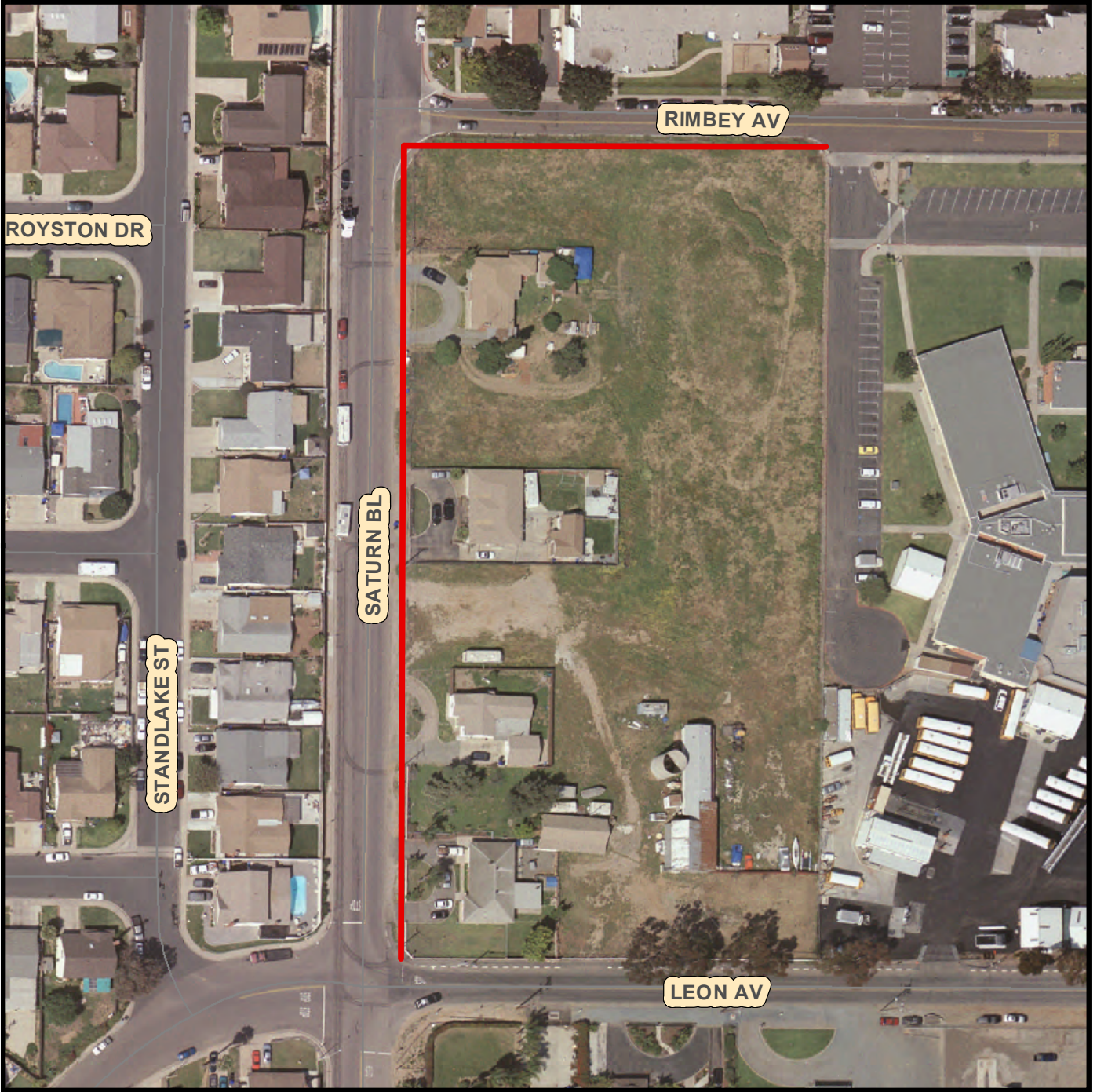
SATURN AND RIMBEY

SENIOR ENGINEER
 ABI PALASEYED
 619-533-4654

PROJECT MANAGER
 EDRIC DORINGO
 619-533-4655

PROJECT ENGINEER
 BRYAN OLSON
 619-533-4634

PUBLIC INFORMATION OFFICER
 PIERRETTE STOREY
 619-533-3781



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COMMUNITY NAME: Otay Nestor

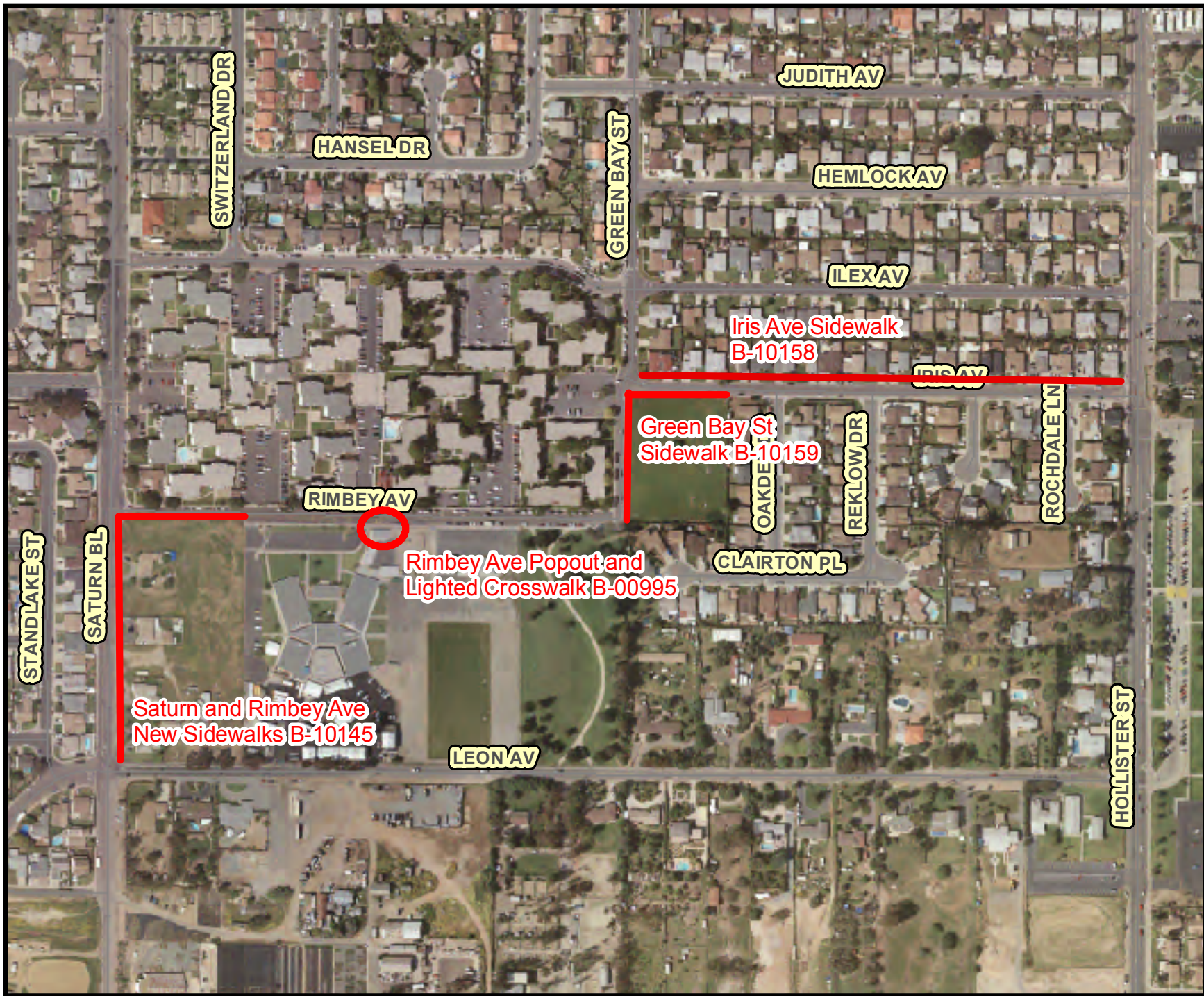
COUNCIL DISTRICT: 8

SAP ID: B-10145

Date: August 24, 2010
 Appendix E Location Map
 Saturn Blvd and Rimbey Ave Sidewalk



APPENDIX F
Adjacent Projects



Location Map for Sidewalk Projects



CO 10/12/12

City of San Diego

CONTRACTOR'S NAME: PAL General Engineering, Inc.
 ADDRESS: 5374 Eastgate Mall San Diego, CA 92121
 TELEPHONE NO.: 8586387100 FAX NO.: 8586387102
 City Contact: Damian Singleton, Address: 1200 Third Avenue, Suite 200, MS 56P, San Diego, Ca 92101
Email: Dsingleton@sandiego.gov, Phone: (619) 235-5272; Fax: (619) 236-5904
E.Doringo/AR/egz



CONTRACT DOCUMENTS FOR

SATURN BLVD AND RIMBEY AVE SIDEWALK

VOLUME 2 OF 2

BID NO.:	<u>L-13-5378-DBB-2</u>
SAP NO. (WBS/IO/CC):	<u>B-10145</u>
CLIENT DEPARTMENT:	<u>2113</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>IK</u>

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: **SLBE-ELBE FIRMS ONLY.**
- THIS IS A TRANSNET ARRA FUNDED CONTRACT THROUGH THE DEPARTMENT OF SANDAG.

**THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY
REFER TO INVITATION TO BIDS FOR TIME, DATE, AND LOCATION**

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.

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
1. Bid/Proposal.....	3-5
2. Bid Bond.....	6
3. Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid.....	7
4. Contractors Certification of Pending Actions.....	8
5. Equal Benefits Ordinance Certification of Compliance.....	9
6. Proposal (Bid).....	10-12
7. Form AA35 List of Subcontractors.....	13
8. Form AA40 Named Equipment/Material Supplier List.....	14

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Invitation to 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 PAL General Engineering, Inc.

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



(Signature)

Marla Jahshan

(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) 5374 Eastgate Mall

(5) City and State San Diego, CA Zip Code 92121

(6) Telephone No. 8586387100 Facsimile No. 8586387102

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "INVITATION TO 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

LICENSE NO. 916931 EXPIRES April 30, 2013

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): 26-24101310

E-Mail Address: info@palsd.com

BIDDING DOCUMENTS

THIS PROPOSAL MUST BE NOTARIZED BELOW:

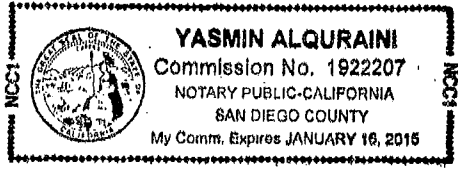
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature Maha Qub Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 9th DAY OF October, 2012.

Notary Public in and for the County of San Diego, State of CA

Yasmin Alquraini
(NOTARIAL SEAL)



BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That PAL General Engineering, Inc. as Principal, and
The Hanover 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

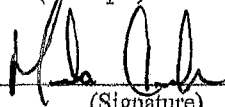
Saturn Blvd and Rimbey Ave Sidewalk

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Invitation to 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 27th day of September, 20 12

PAL General Engineering, Inc. (SEAL)

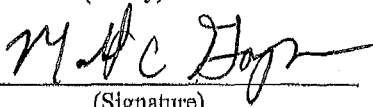
(Principal)

By: 
(Signature)

Marla Jahshan, President

The Hanover Insurance Company (SEAL)

(Surety)

By: 
(Signature)

Matthew C. Gaynor, Attorney-In-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**THE HANOVER INSURANCE COMPANY
 MASSACHUSETTS BAY INSURANCE COMPANY
 CITIZENS INSURANCE COMPANY OF AMERICA**

*POWERS OF ATTORNEY
 CERTIFIED COPY*

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Matthew C. Gaynor, Kim D. Vasquez, Daniel Frazee and/or David J. Garcia

of **Santee, CA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **7th** day of **December 2011**.



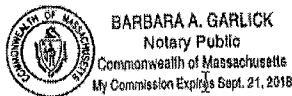
**THE HANOVER INSURANCE COMPANY
 MASSACHUSETTS BAY INSURANCE COMPANY
 CITIZENS INSURANCE COMPANY OF AMERICA**

Robert Thomas
 Robert Thomas, Vice President

Joe Brenstrom
 Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }
 COUNTY OF WORCESTER } ss.

On this **7th** day of **December 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
 Barbara A. Garlick, Notary Public
 My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 24th day of October 2012.

**THE HANOVER INSURANCE COMPANY
 MASSACHUSETTS BAY INSURANCE COMPANY
 CITIZENS INSURANCE COMPANY OF AMERICA**

Glenn Margosian
 Glenn Margosian, Vice President

ACKNOWLEDGMENT

State of California
County of San Diego)

On September 27, 2012 before me, Kathy Scheuerman, Notary Public
(insert name and title of the officer)

personally appeared Matthew C. Gaynor
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 Kathy Scheuerman (Seal)

ACKNOWLEDGMENT

State of California
County of San Diego)

On October 9, 2012 before me, Yasmin Alquraini, Notary Public
(Insert name and title of the officer)

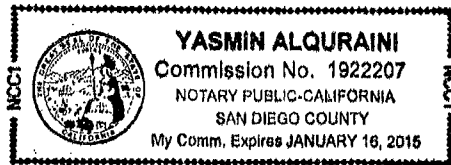
personally appeared Munira Jalsheer
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are
subscribed to the within instrument and acknowledged to me that he she they executed the same in
his her their authorized capacity (ies), and that by his her their signature (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 Yasmin

(Seal)



BIDDING DOCUMENTS

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106

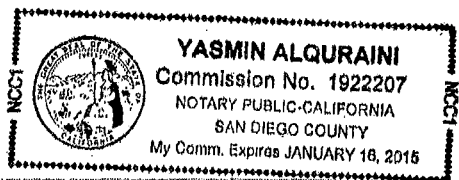
State of California)
County of San Diego) ss.

Marla Jahshan, being first duly sworn, deposes and says that he or she is President of the party making the foregoing bid that the 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.

Signed: [Signature]
Title: President

Subscribed and sworn to before me this 9th day of October, 2012
[Signature]
Notary Public

(SEAL)



ACKNOWLEDGMENT

State of California
County of San Diego)

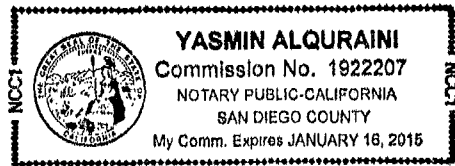
On October 9, 2012 before me, Yasmin Alquraini, Notary Public
(insert name and title of the officer)

personally appeared Maala Jukshan
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/hers/their authorized capacity(ies), and that by his/hers/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 Yasmin (Seal)



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 ten 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.

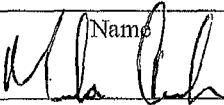
CHECK ONE BOX ONLY.

- 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 ten 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:

Contractor Name PAL General Engineering, Inc.

Certified By Marla Jahshan Title President

 Name
Signature

Date 10/8/2012

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: PAL General Engineering Inc.	Contact Name: Marla Jahshan
Company Address: 5374 Eastgate Mall San Diego, CA 92121	Contact Phone: 8586387100 Contact Email: info@palsd.com

CONTRACT INFORMATION

Contract Title: Saturn Blvd & Rimbey Ave	Start Date:
Contract Number (if no number, state location): L-13-5378-DBB-2	End Date:

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 San Diego Municipal Code §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 offered to 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 its Rules are posted at 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.

Marla Jahshan, President
 Name/Title of Signatory

Signature

10/19/2010
 Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

rev 02/15/2011

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **SATURN BLVD AND RIMBEY AVE SIDEWALK** 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 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	Payment Reference	NAICS	Description	Unit Price	Extension
BASE BID							
1	1	LS	2-4.1	237310	Bonds (Payment and Performance)		\$750
2	1	LS	7-10.2.7	237310	Traffic Control		\$ 4520
3	1	LS	9-3.4.1	237310	Mobilization		\$2,500
4	1	AL	9-3.5		Field Orders - Type II		\$40,000.00
5	1	LS	300-1.4	238910	Clearing & Grubbing		\$ 12,560
6	1,350	CY	300-1.4	237310	Additional Pavement Removal & Disposal	\$ 15.00	\$ 20,250
7	2	EA	301-1.7	237310	Adjusting Existing Gate Valve Cover to Grade	\$ 150	\$ 300
8	1,025	LF	303-5.9	237310	Curb & Gutter (6 Inch Curb, Type G)	\$29.00	\$29,725
9	1,500	SF	303-5.9	237310	Cross Gutter	\$ 9.00	\$13,500
10	5,125	SF	303-5.9	237310	Sidewalk	\$ 4.75	\$ 24,343.75
11	945	SF	303-5.9	237310	Residential Concrete Driveway	\$ 5.50	\$ 5,197.50
12	3	EA	303-5.10.2	237310	Curb Ramp Type C-1 w/ Stainless Steel Detectable Warning Tiles	\$1,650	\$ 4,950
13	400	LF	304-3.4	238990	Remove and Reinstall Chain Link Fence	\$40.00	\$16,000
14	4	EA	307-2	238210	Remove & Reinstall Traffic Signs	\$ 150	\$ 600
15	5	EA	308-8	561730	Tree Relocation	\$ 1,250	\$ 6,250
16	1	LS	310-5.6.10	237310	Traffic Striping, Marking, and Signing		\$1,700
17	1	EA	306-14.1	237110	Adjust Water Meter	\$ 150	\$ 150

BIDDING DOCUMENTS

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
18	1	LS	801-9.4	541330	Water Pollution Control Program Development	 	\$750
19	1	LS	801-9.4	237990	Water Pollution Control Program Implementation	 	\$2,550
20	12,000	SF	302-5.9	237310	AC Pavement (Per Schedule J, SDG-113)	\$3.80	\$45,600
ESTIMATED TOTAL BASE BID:							\$232,196.25

TOTAL BID PRICE FOR BID (Items 1 through 20 inclusive) amount written in words:

TWO HUNDRED AND THIRTY TWO THOUSAND ONE HUNDRED AND NINETY SIX DOLLARS AND TWENTY FIVE CENTS

The Bid shall contain an acknowledgement of receipt of all addenda, the numbers of which shall be filled in on this Bid form. List the Addenda received and being acknowledged:

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

Marla Jahshan, President

Abd Jahshan, Vice President

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: PAL General Engineering, Inc.

Title: President

Business Address: 5374 Eastgate Mall San Diego, CA 92121

Place of Business: 5374 Eastgate Mall San Diego, CA 92121

Place of Residence: n/a

Signature: 

BIDDING DOCUMENTS

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: In Line Fence & Railing Co. Address: PO Box 2637 City: Ramona State: CA Zip: 92065 Phone: 7607890282	C	Fencing	\$14,200	DBE	CALTRANS	n/a
Name: Interstate Striping Address: 8511-B Abellette Rd City: Santee State: CA Zip: 92071 Phone: 6195621060	C	Striping	\$1,500	n/a	n/a	n/a
Name: Address: City: State: Zip: Phone:						

- 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 (except for OBE, SLBE and ELBE).

*0.0676
CW*

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 submit with the Bid 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 (except for OBE, SLBE and ELBE).

NOTIFICATION OF APPARENT LOW BIDDER

The following information will generate an "Intent to Award" letter. The Project Manager approving this information is responsible for its accuracy. Please approve and complete this form and return to this office within 5 business days. Contract Documents will be forwarded to the Contractor for Bond and Insurance upon receipt of this notification.

Upon receipt of a 1472, 1544 OR PA2625 with an Comptroller's Certification Number (AC), this office will forward contract documents for appropriate signatures necessary for award.

DATE: 10/17/12

PROJECT MANAGER'S NAME: Edric Doringo

CONTRACTOR'S NAME: PAL General Engineering

PROJECT NAME: Saturn Blvd. & Rimbey Avenue Sidewalk

BID NO.: L-13-5378-
DBB-2

BASE BID: \$232,196.25

FUND #: 400677

Cost 2113120013
Center#:

AWARD VIA: 1472

AWARD VIA: 2625 X

AWARD VIA: 1544

Include Additive/Deductive Alternate language? YES ___ NO X

*IF YES, INCLUDE BID DETERMINATION INFO:

ADDITIVE ALT #'S: TOTAL BASE BID \$
PLUS ADDITIVE
ALT.

SATURN BLVD AND RIMBEY AVE SIDEWALK

UNDERGROUND UTILITIES

AT LEAST THREE (3) WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL REQUEST A MARKOUT OF UNDERGROUND UTILITIES BY CALLING THE BELOW LISTED REGIONAL NOTIFICATION CENTER FOR AN INQUIRY IDENTIFICATION NUMBER: UNDERGROUND SERVICE ALERT (U.S.A.) 1-800-422-4133

CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

TRAFFIC CONTROL NOTES:

THE CONTRACTOR SHALL, PER SECTION 7-10.2.1 OF THE CONTRACT SPECIAL PROVISIONS, PREPARE TRAFFIC CONTROL SHOP DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER. THE SHOP DRAWINGS WILL BE SENT TO THE ENGINEERING TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE SHOP DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE APPROVED TCP PERMIT.

WATER POLLUTION CONTROL NOTES:

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS NOTED IN THE GREENBOOK 2009 CITY SUPPLEMENT SEC 801 - WATER POLLUTION CONTROL.

STREET CLASSIFICATION

STREET NAME: SATURN BOULEVARD
COLLECTOR (TWO-LANE), ADT=4,200
DESIGN SPEED=30 MPH

CITY REFERENCE DRAWINGS:

13260-D, 13643-D, 12095-D, 14719-D

SURVEY FIELD DATA

REFERENCES:

MAPS: 6220, 6391, 7051
RECORD OF SURVEYS: 7035, 7371, 7799
PARCEL MAPS: 15826, 19938

BASIS OF BEARINGS/COORDINATES:

The Basis of Bearings for this project was derived from a previous Survey using Pt 26 and Pt 27 per N'y Side of Leon Ave, Saturn Blvd to Hollister St., Rametta, W.O. 523274, 146-1740, 11/15/1994, I.E. S 00° 37' 53" W, 326.72 NAD 83 feet, Zone 6 (epoch 91.35).

BENCH:

NWBP Saturn Blvd. and Leon Ave.
Elev. 47.809 MSL, Based on NGVD 29 FEET as shown in the City of San Diego Bench Book

STORM WATER PROTECTION

THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. 2009-0009-DWQ AND WPCP.

LIMITS OF WORK

SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS
1	G-1	COVER SHEET	
2	G-2	NOTES AND DETAILS	
3	D-1	DEMOLITION	SATURN BLVD
4	D-2	DEMOLITION	RIMBEY AV
5	C-1	CIVIL	SATURN BL: STA 10+00 TO 14+25
6	C-2	CIVIL	SATURN BL: STA 14+25 TO 16+67.47
7	C-3	CIVIL	RIMBEY AV: STA 100+00 TO 103+75

DISCIPLINE CODE

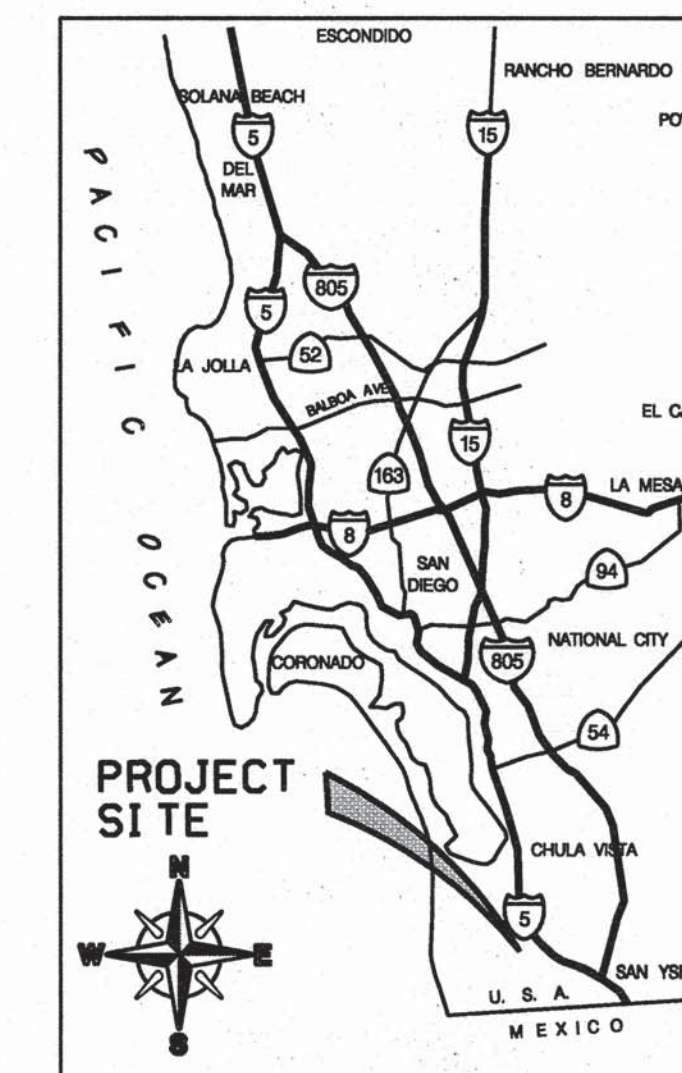
G GENERAL
D DEMOLITION
C CIVIL
L LANDSCAPE
A ARCHITECTURAL
S STRUCTURAL
M MECHANICAL
E ELECTRICAL
I INSTRUMENTATION
T TRAFFIC CONTROL

WORK TO BE DONE

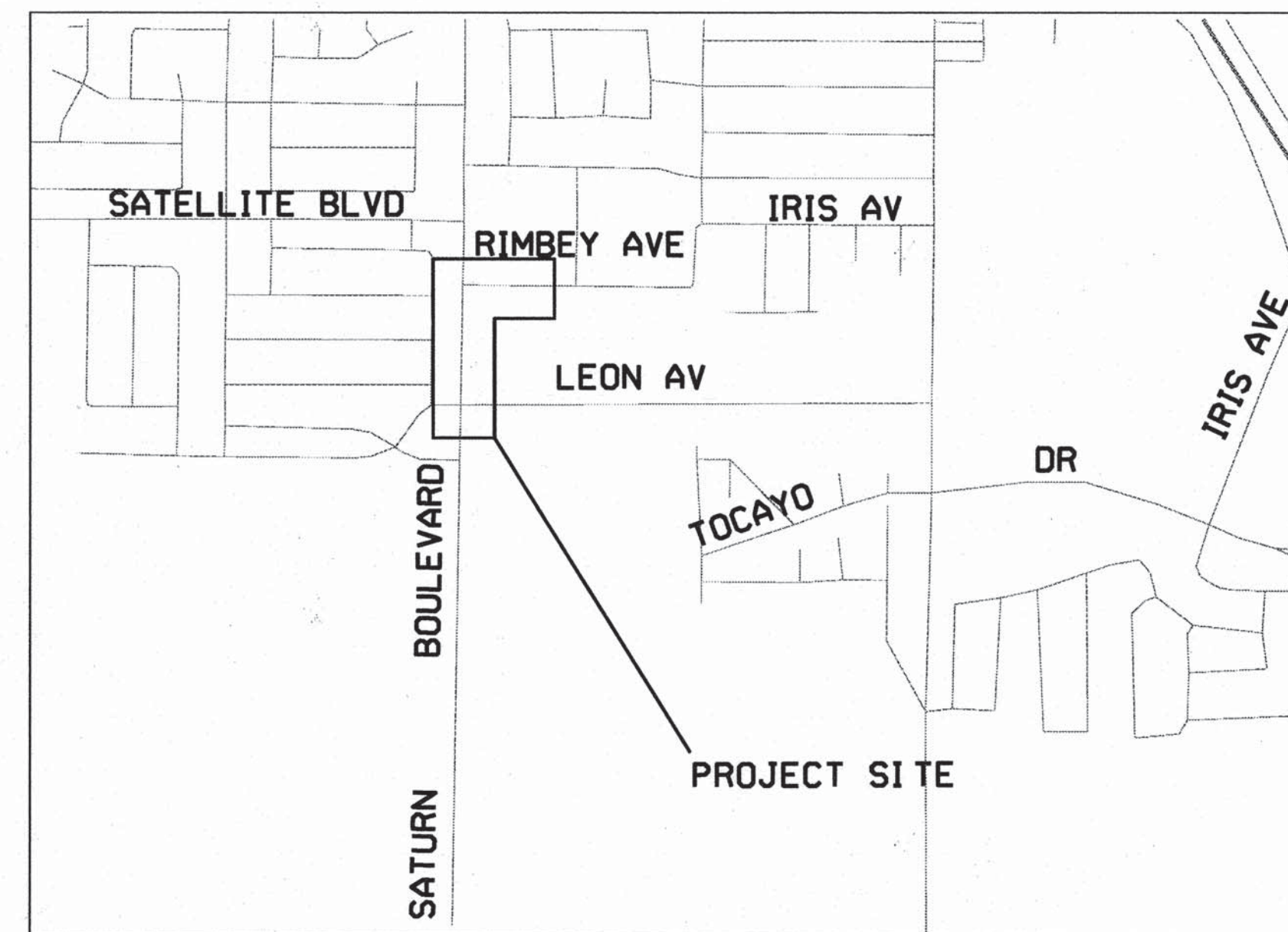
THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, THE STANDARD SPECIFICATIONS AND THE STANDARD DRAWINGS OF THE CITY OF SAN DIEGO:

REVISE ONCE BID LIST IS GENERATED AND A BETTER IDEA OF QUANTITIES IS OBTAINED...

ADD 190 LINEAR FEET OF SIDEWALK ALONG MESA COLLEGE DRIVE; ADD 250 LINEAR FEET OF SIDEWALK ALONG BERGER AVENUE; RECONSTRUCT ACCESSIBLE CURB RAMP; ADJUST EXISTING UTILITIES AND APPURTENANCES AS REQUIRED; REMOVE EXISTING VEGETATION AND ASPHALT CONCRETE AS REQUIRED.



VICINITY MAP
NOT TO SCALE



KEY MAP
NO SCALE

LEGEND

PROPOSED IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
SIDEWALK	G-7, SDG-100	
PCC CURB AND GUTTER	G-2, SDG-100	
CURB RAMP - TYPE 'C-1'	SDG-134	
RESIDENTIAL DRIVEWAY APRON	G-14A	
SAWCUT		
SCHEDULE 'J' ASPHALT PAVING	SDG-113	
2' AC GRIND AND OVERLAY		
PROPOSED ELEVATION		436.65 FS
EXISTING ELEVATION		(436.65 FS)

EXISTING IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
WATER VALVE	N/A	
WATER METER	N/A	
FIRE HYDRANT	N/A	
SEWER MAIN & MANHOLES	N/A	
STORM DRAIN	N/A	
TRAFFIC SIGNAL	N/A	
STREET LIGHT	N/A	
GAS MAIN	N/A	
ELECTRICAL, TELEPHONE, CABLE SERVICE	N/A	
EXISTING CONTOURS	N/A	

ABBREVIATIONS

ABAND	ABANDON	EG	EXISTING GRADE	LP	LOW POINT
ABAND'D	ABANDONED	EL	ELEVATION	LT	LEFT
BC	BOTTOM OF CURB	EX	EXISTING	PROP	PROPOSED
BTWN	BETWEEN	FG	FINISH GRADE	P/L	PROPERTY LINE
CATV	CABLE TV	FL	FLOW LINE	RT	RIGHT
CL	CENTER LINE	FS	FINISH SURFACE	R/W	RIGHT OF WAY
COND	CONDUIT	GB	GRADE BREAK	T.C.	TOP OF CURB
		HP	HIGH POINT	UNK	UNKNOWN

G-1

PLANS FOR THE CONSTRUCTION OF SATURN BOULEVARD AND RIMBEY AVENUE SIDEWALK COVER SHEET

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 1 OF 7 SHEETS
WBS B-10145

APPROVED: *A. Palaseyed* 7/2/12
FOR CITY ENGINEER DATE
SUBMITTED BY: A. PALASEYED
SENIOR ENGINEER

DESCRIPTION BY APPROVED DATE FILMED
ORIGINAL OLSON E.D.T.

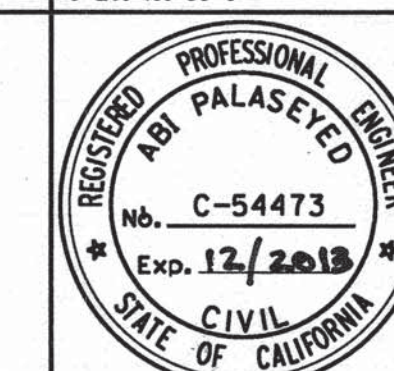
E. DORINGO
ASSOCIATE ENGINEER

B. OLSON
PROJECT ENGINEER

146-1740
CS883 COORDINATE

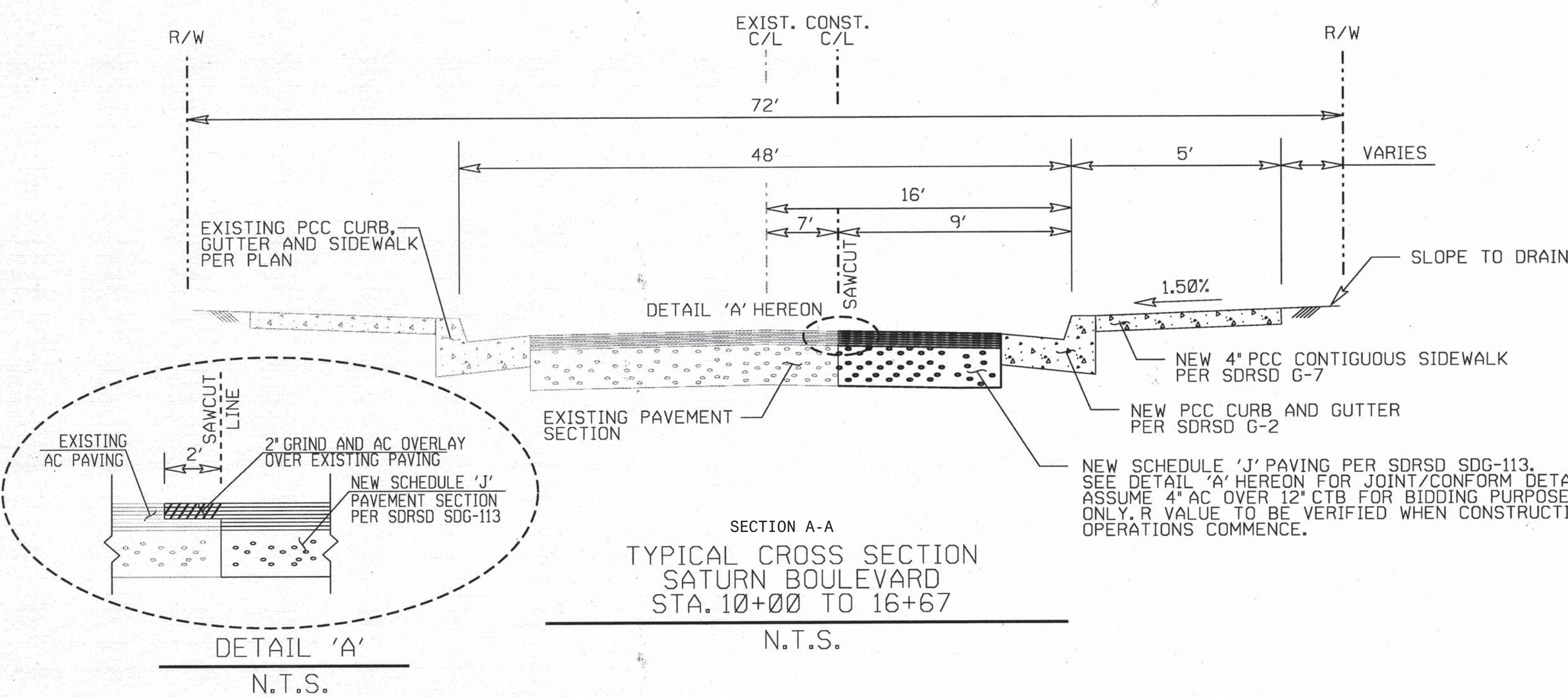
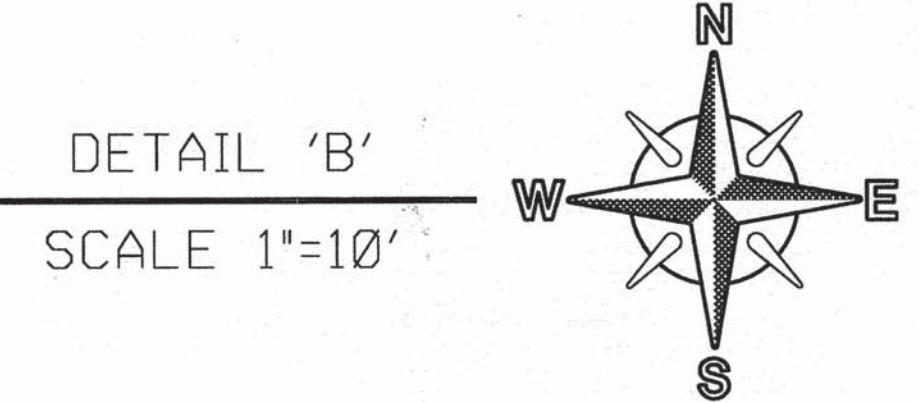
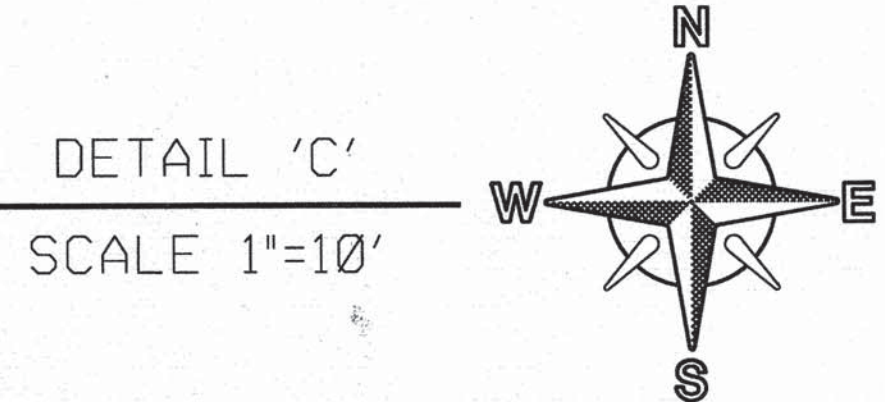
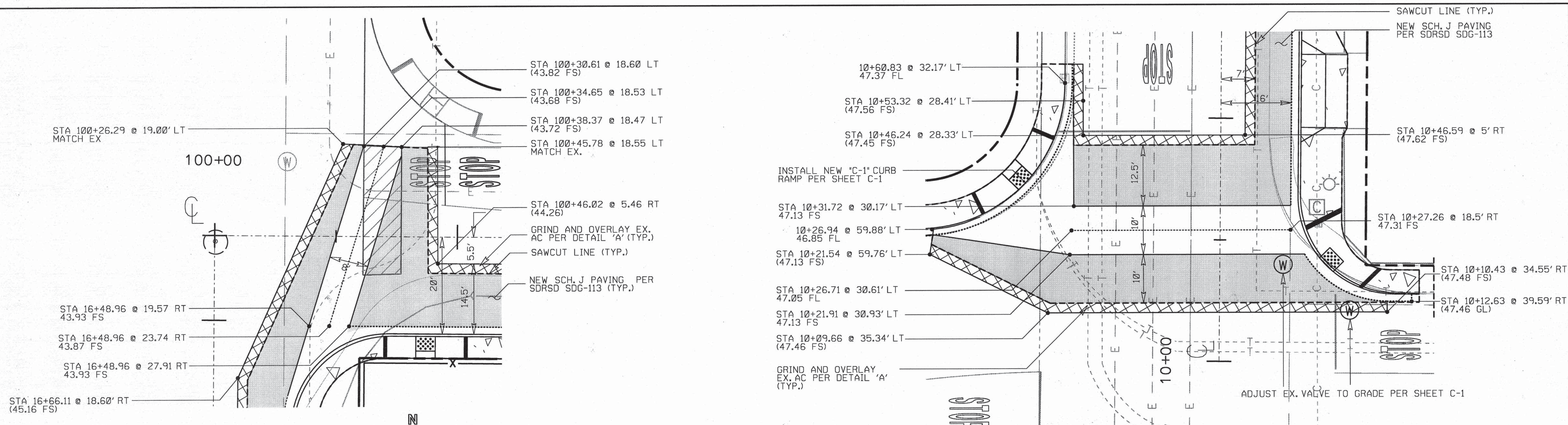
CONTRACTOR: _____ DATE STARTED: _____
INSPECTOR: _____ DATE COMPLETED: _____
35491-01-D

CITY OF SAN DIEGO
PUBLIC WORKS PROJECT



CONSTRUCTION CHANGE / ADDENDUM			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

WARNING
0 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.



SECTION A-A
TYPICAL CROSS SECTION
SATURN BOULEVARD
STA. 10+00 TO 16+67
N.T.S.

G-2

PLANS FOR THE CONSTRUCTION OF
SATURN BOULEVARD
AND RIMBEY AVENUE SIDEWALK
NOTES AND DETAILS

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 2 OF 7 SHEETS

APPROVED BY <i>A. Palaseyed</i> 7/3/12	DATE	FOR CITY ENGINEER	DATE	FILED	DATE
DESCRIPTION	BY	APPROVED	DATE	FILED	DATE
ORIGINAL	OLSON	E.P.			
CONTRACTOR					DATE STARTED
INSPECTOR					DATE COMPLETED

WBS B-10145

FORWARDED BY
A. PALASEYED
SENIOR ENGINEER

E. DORINGO
ASSOCIATE ENGINEER

B. OLSON
PROJECT ENGINEER

146-1740
CC889 COORDINATE

35491-02-D

CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

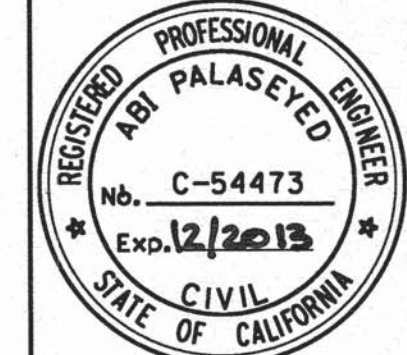
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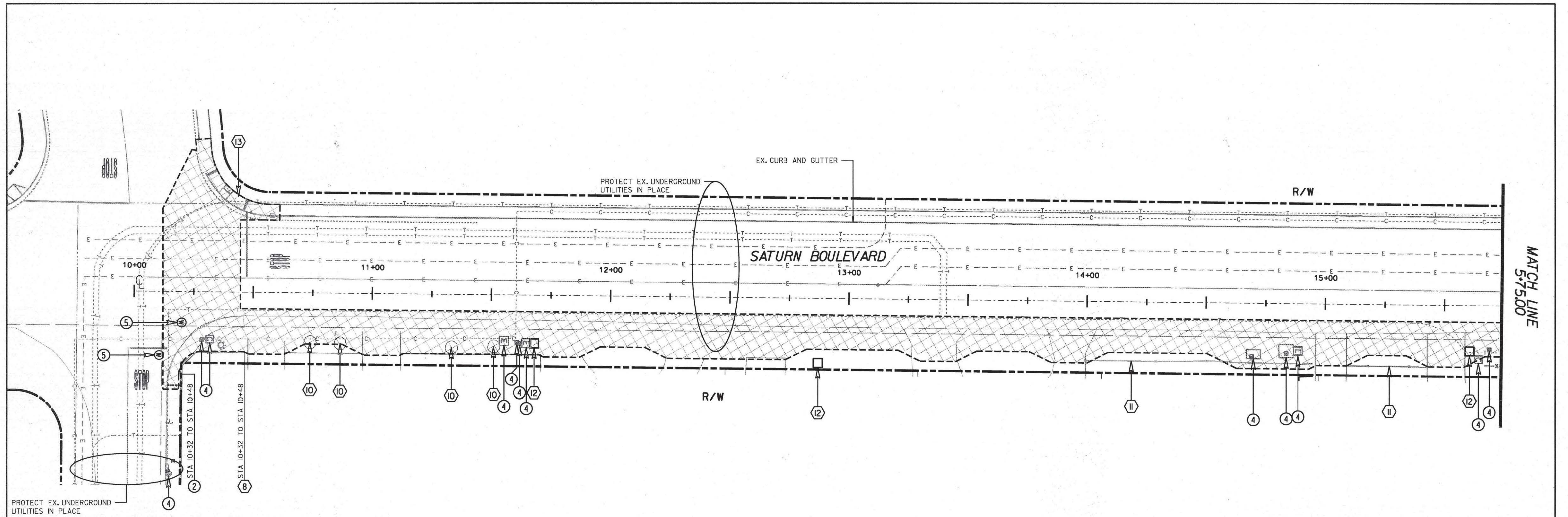
**CITY OF SAN DIEGO
PUBLIC WORKS PROJECT**



TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH ---- MEDIUM ---- LOW X.

SPEC. NO. 5378





DEMOLITION LEGEND

- REMOVE EXISTING IMPROVEMENTS PER PLAN
- SAWCUT LINE
- EXIST. SEWER MAIN
- EXIST. WATER MAIN
- EXIST. GAS LINE
- EXIST. ELECTRIC LINE
- EXIST. PHONE LINE
- EXIST. CABLE LINE
- EXIST. FENCE
- EXIST. WALL

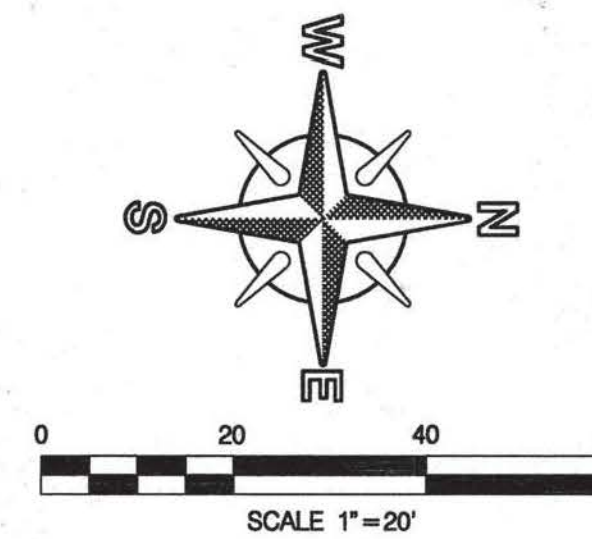
DEMOLITION NOTES

- ① PROTECT EX. CURB RAMP IN PLACE
- ② PROTECT EX. WALL IN PLACE
- ③ PROTECT EX. FENCE IN PLACE
- ④ PROTECT EX. UTILITY POLE IN PLACE
- ⑤ PROTECT EX. WATER GATE VALVE IN PLACE
- ⑥ NOT USED
- ⑦ RELOCATE EX. SIGN PER PLAN
- ⑧ REMOVE EX. WALL AS NECESSARY
- ⑨ EX. UTILITY TO BE RELOCATED BY OTHERS
- ⑩ RELOCATE EX. TREE PER IMPROVEMENT PLAN
- ⑪ RELOCATE EX. FENCE AS NECESSARY
- ⑫ RELOCATE EX. WATER METER
- ⑬ REMOVE EX. CURB RAMP

NOTES

1. CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND BASED ON RESEARCH OF AVAILABLE INFORMATION

2. MODIFY/REPAIR EXISTING IRRIGATION SYSTEM AS REQUIRED FOR CONSTRUCTION. FOR COMPLETE COVERAGE, ALL IRRIGATION FACILITIES SHALL BE REPLACED, MODIFIED, OR EXTENDED IN KIND. (EXISTING IRRIGATION LINES NOT SHOWN)



D-1

**PLANS FOR THE CONSTRUCTION OF
SATURN BOULEVARD
AND RIMBEY AVENUE SIDEWALK
DEMOLITION PLAN**

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 3 OF 7 SHEETS

WBS B-10145

APPROVED: *A. Palaseyed* 7/2/12
FOR CITY ENGINEER DATE

SUBMITTED BY: A. PALASEYED
SENIOR ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	OLSON	E.J.		

E. DORINGO
ASSOCIATE ENGINEER
B. OLSON
PROJECT ENGINEER
146-1740
CS883 COORDINATE

CONTRACTOR _____ DATE STARTED _____
INSPECTOR _____ DATE COMPLETED _____

35491-03-D

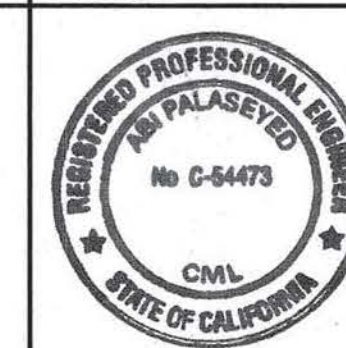
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CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

WARNING

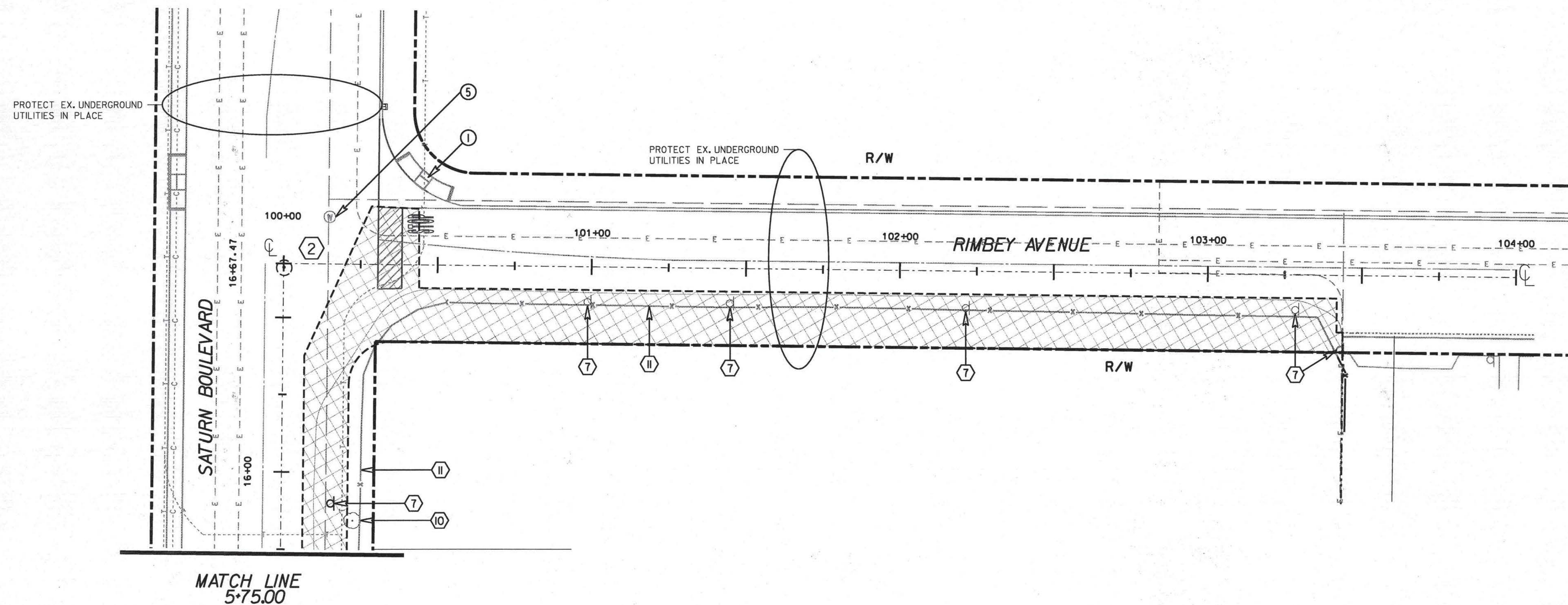
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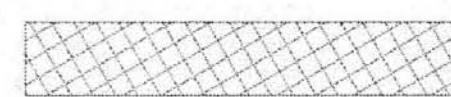



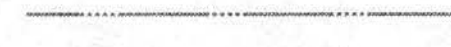
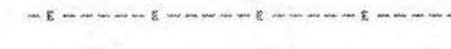
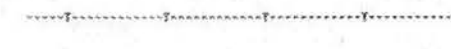
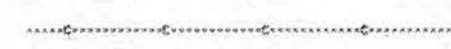

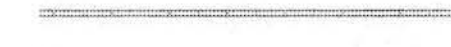
**CITY OF SAN DIEGO
PUBLIC WORKS PROJECT**



TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH _____ MEDIUM _____ LOW _____ SPEC. NO. 5378



DEMOLITION LEGEND

-  REMOVE EXISTING IMPROVEMENTS PER PLAN
-  SAWCUT LINE
-  EXIST. SEWER MAIN
-  EXIST. WATER MAIN
-  EXIST. GAS LINE
-  EXIST. ELECTRIC LINE
-  EXIST. PHONE LINE
-  EXIST. CABLE LINE
-  EXIST. FENCE
-  EXIST. WALL

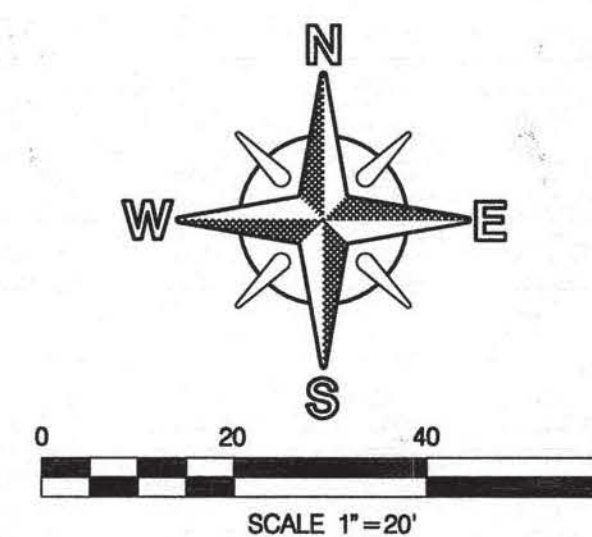
DEMOLITION NOTES

- ① PROTECT EX. CURB RAMP IN PLACE
- ② PROTECT EX. WALL IN PLACE
- ③ PROTECT EX. FENCE IN PLACE
- ④ PROTECT EX. UTILITY POLE IN PLACE
- ⑤ PROTECT EX. WATER GATE VALVE IN PLACE
- ⑥ NOT USED
- ⑦ RELOCATE EX. SIGN PER IMPROVEMENT PLAN
- ⑧ REMOVE EX. WALL AS NECESSARY
- ⑨ EX. UTILITY TO BE RELOCATED BY OTHERS
- ⑩ RELOCATE EX. TREE PER IMPROVEMENT PLAN
- ⑪ RELOCATE EX. FENCE AS NECESSARY
- ⑫ ADJUST EX. WATER METER TO FINISH GRADE

NOTES

1. CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND BASED ON RESEARCH OF AVAILABLE INFORMATION

2. MODIFY/REPAIR EXISTING IRRIGATION SYSTEM AS REQUIRED FOR CONSTRUCTION. FOR COMPLETE COVERAGE, ALL IRRIGATION FACILITIES SHALL BE REPLACED, MODIFIED, OR EXTENDED IN KIND. (EXISTING IRRIGATION LINES NOT SHOWN)



D-2

PLANS FOR THE CONSTRUCTION OF
SATURN BOULEVARD
AND RIMBEY AVENUE SIDEWALK
DEMOLITION PLAN

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 4 OF 7 SHEETS

WBS B-10145

APPROVED: *A. Palaseyed* 7/2/12
FOR CITY ENGINEER DATE

SUBMITTED BY:
A. PALASEYED
SENIOR ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	OLSON	<i>E.O.</i>		

F. DORINGO
ASSOCIATE ENGINEER

B. OLSON
PROJECT ENGINEER

146-1740
CS883 COORDINATE

CONTRACTOR _____ DATE STARTED _____
INSPECTOR _____ DATE COMPLETED _____

35491-04-D

CONSTRUCTION CHANGE / ADDENDUM

CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

WARNING

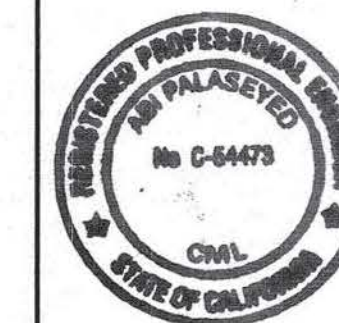
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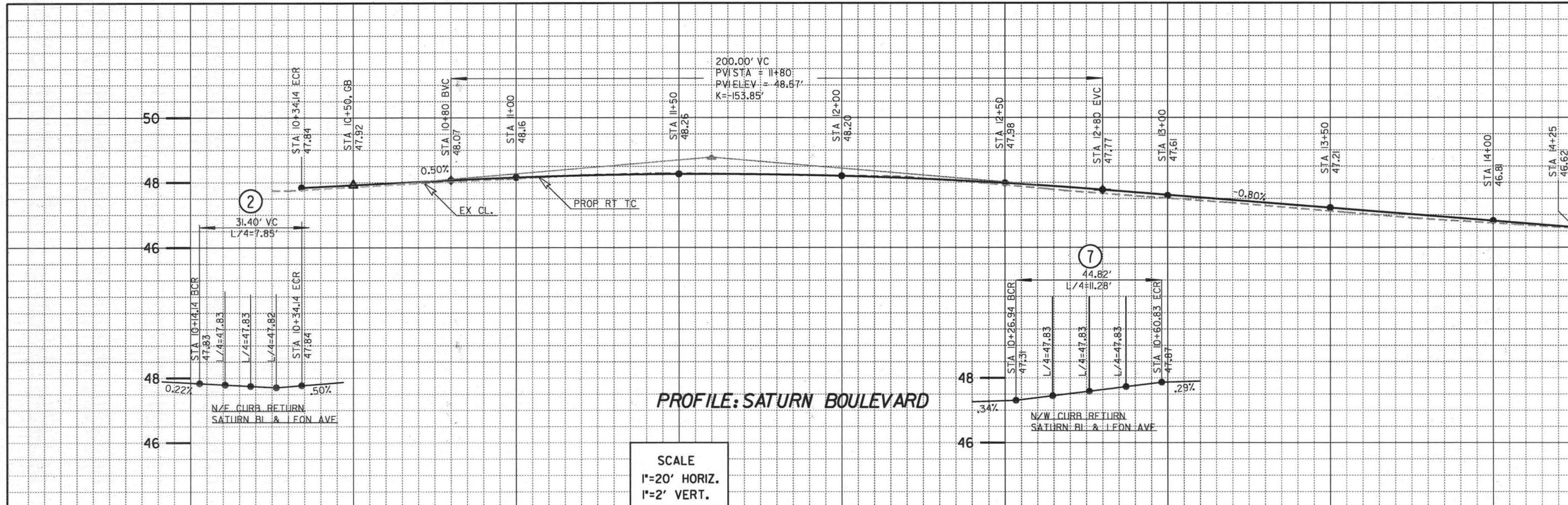
CITY OF SAN DIEGO
PUBLIC WORKS PROJECT



TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH MEDIUM LOW X.

SPEC. NO. 5378

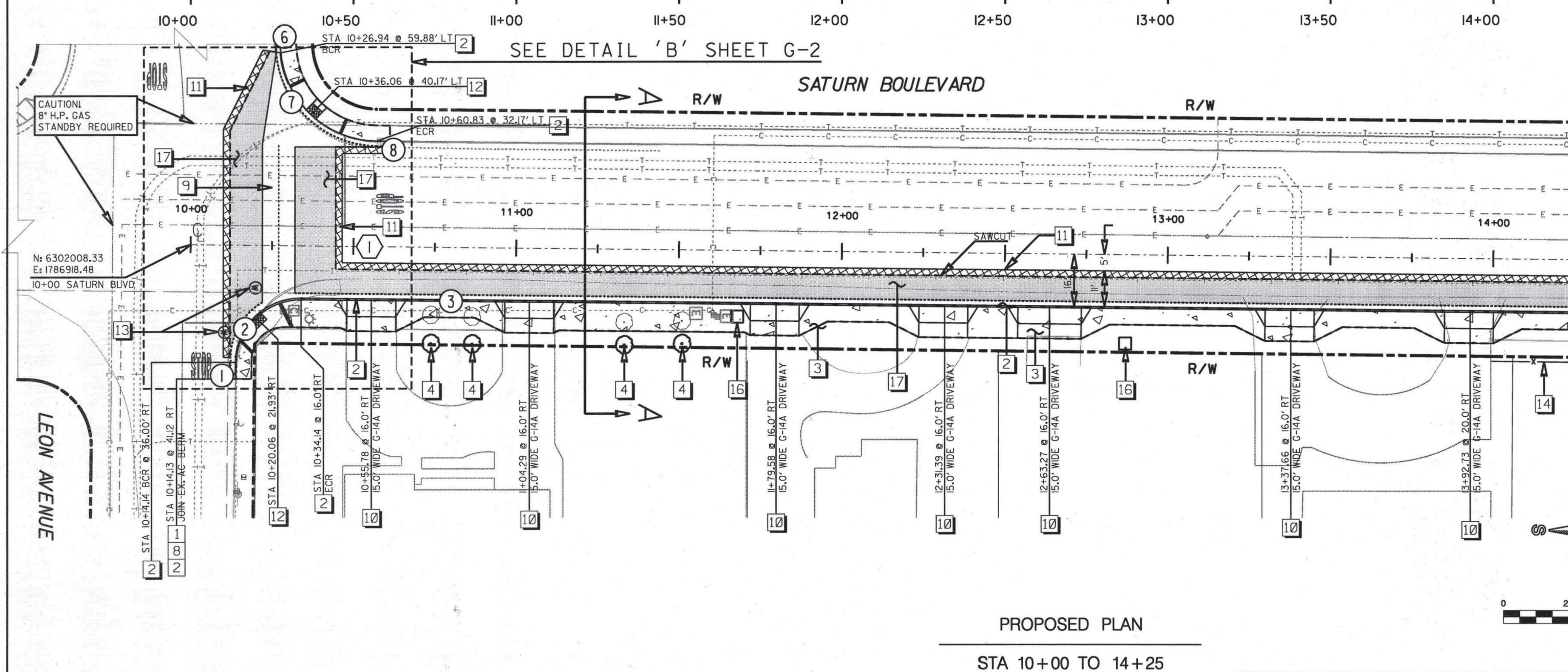




PROFILE: SATURN BOULEVARD

SCALE
1"=20' HORIZ.
1"=2' VERT.

- 1 MATCH EXISTING
- 2 NEW 6" PCC CURB AND GUTTER PER SDRSD G-2.
- 3 INSTALL NEW 4.5" PCC SIDEWALK PER SDRSD G-7. ENSURE CROSS SLOPE DOES NOT EXCEED 1.50%.
- 4 RELOCATE TREE BEHIND PROPOSED IMPROVEMENTS.
- 5 INSTALL THERMO-PLASTIC 12" WIDE WHITE LINE PER CALTRANS STANDARD DRAWING A24D.
- 6 THERMO-PLASTIC WORD PAVEMENT MARKING PER CALTRANS STANDARD DRAWING A24D.
- 7 RELOCATE EXISTING SIGNS AS SHOWN. REINSTALL ON NEW POST PER SDRSD M-45.
- 8 PLACE 3/8" EXPANSION JOINT FILLER MATERIAL BETWEEN NEW AND EXISTING SIDEWALK PANELS PER SDRSD G-10.
- 9 INSTALL NEW CROSS GUTTER PER SDRSD G-12.
- 10 INSTALL PCC DRIVEWAY PER SDRSD G-14A.
- 11 GRIND AND OVERLAY EX. AC PER DETAIL 'A' SHEET G-2
- 12 INSTALL NEW TYPE 'C-1' CURB RAMP WITH 3'X4' STEEL TRUNCATED DOMES PER SDRSD SDG-134.
- 13 ADJUST WATER VALVE TO FINISH GRADE.
- 14 RELOCATE EXISTING FENCE PER SDRSD M-6.
- 15 NOT USED
- 16 ADJUST WATER METER TO FINISH GRADE.
- 17 INSTALL NEW SCHEDULE 'J' PAVING PER SDG-113.



PROPOSED PLAN
STA 10+00 TO 14+25

CURB DATA				
NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARKS
1	N 89° 20' 55" W		5.12'	TYPE 'G-2' C & G
2	89° 58' 46"	20'	31.41'	TYPE 'G-2' C & G
3	N 0° 37' 51" E		593.33'	TYPE 'G-2' C & G
6	N 86° 15' 18" E		4.00'	TYPE 'G-2' C & G
7	85° 35' 36"	30'	44.82'	TYPE 'G-2' C & G
8	S 0° 39' 42" W		4.00'	TYPE 'G-2' C & G

CONSTRUCTION CL.				
NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARKS
1	N 0° 37' 51" E		425.00'	CONST. CL.

**PLANS FOR THE CONSTRUCTION OF
SATURN BLVD AND RIMBEY
AVE SIDEWALK
IMPROVEMENT PLAN**

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 5 OF 7 SHEETS

WBS B-10145

APPROVED FOR CITY ENGINEER <i>A. Palamang</i> DATE: 7/2/12	DESIGNED BY OLSON	APPROVED BY E.D.	DATE	FILMED	SUBMITTED BY ABIPALASEYED SENIOR ENGINEER
					EDRIC DORINGO ASSOCIATE ENGINEER
					BRYAN OLSON PROJECT ENGINEER
					146-1740
					CS888 COORDINATE
					35491-5-D

CONTRACTOR _____ DATE STARTED _____
INSPECTOR _____ DATE COMPLETED _____

CONSTRUCTION CHANGE / ADDENDUM			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

WARNING

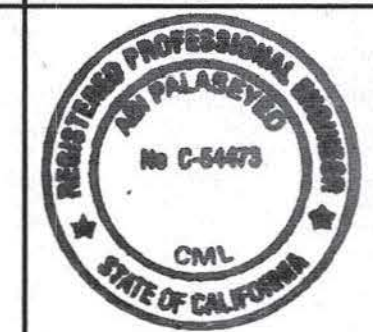
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

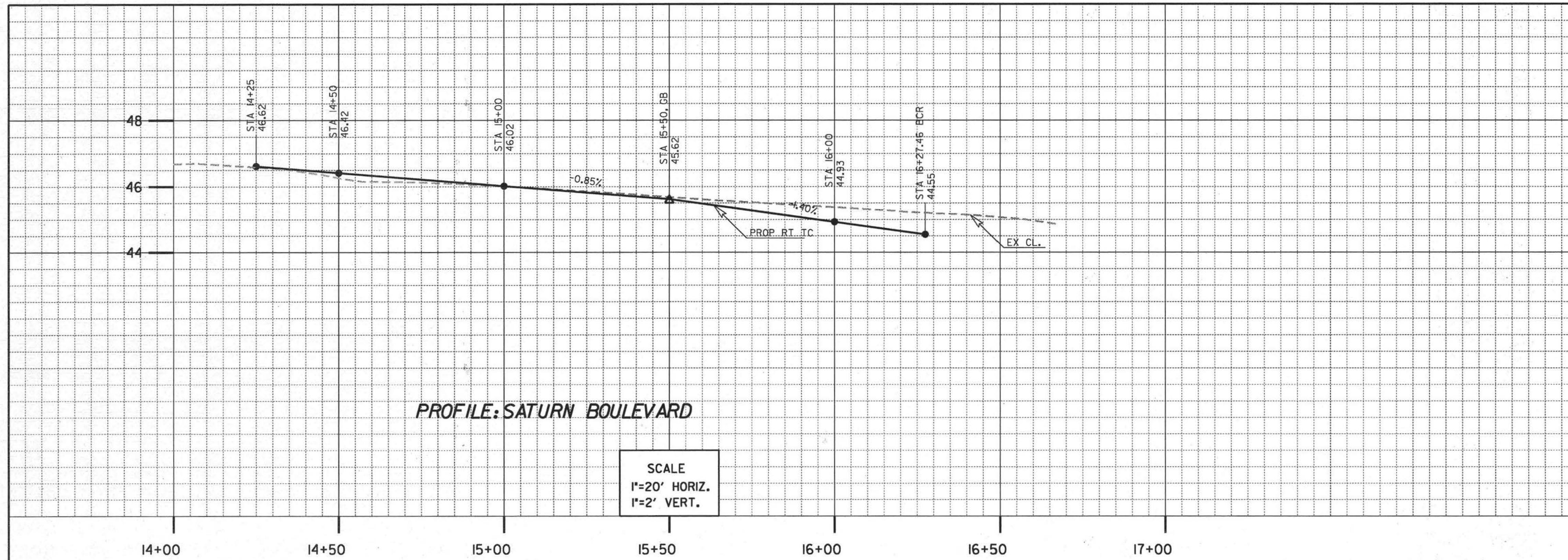
**CITY OF SAN DIEGO
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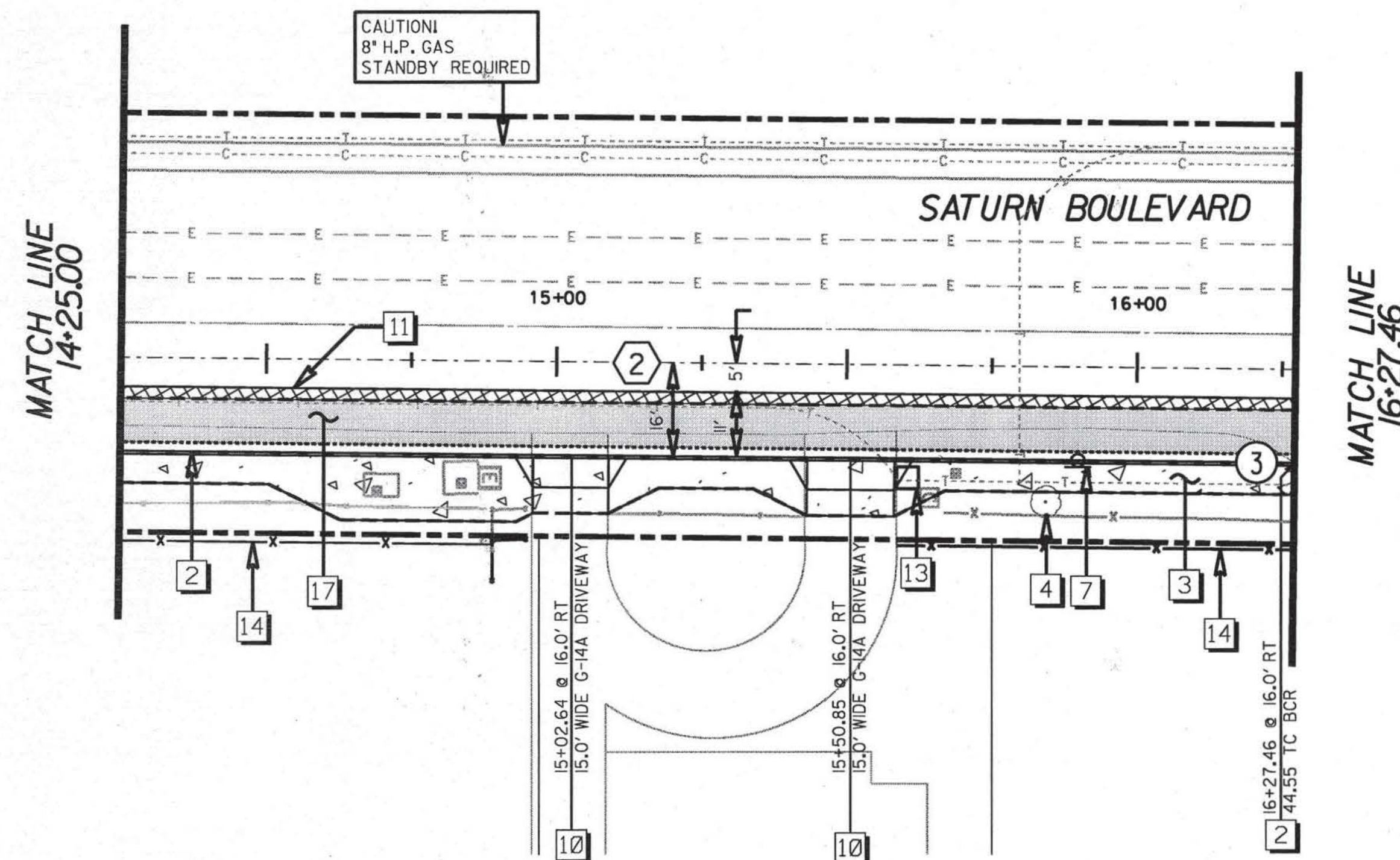
TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH ---- MEDIUM ---- LOW X.

SPEC. NO. 5378



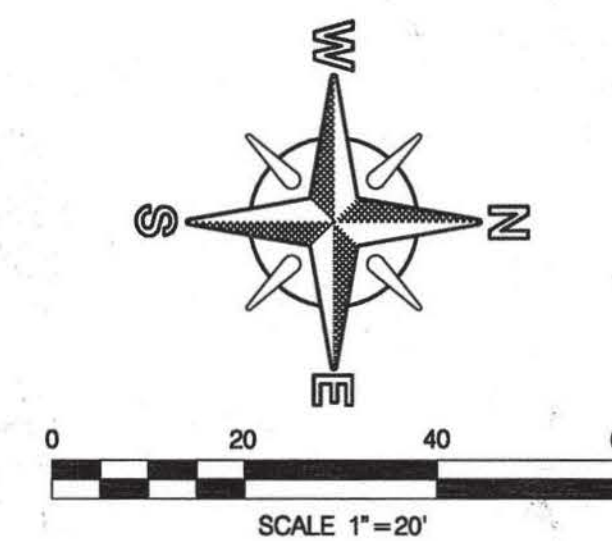


- 1 MATCH EXISTING
- 2 NEW 6" PCC CURB AND GUTTER PER SDRSD G-2.
- 3 INSTALL NEW 4.5" PCC SIDEWALK PER SDRSD G-7. ENSURE CROSS SLOPE DOES NOT EXCEED 1.50%.
- 4 RELOCATE TREE BEHIND PROPOSED IMPROVEMENTS.
- 5 INSTALL THERMO-PLASTIC 12" WIDE WHITE LINE PER CALTRANS STANDARD PLAN A24E.
- 6 THERMO-PLASTIC WORD PAVEMENT MARKING PER CALTRANS STANDARD DRAWING A24D.
- 7 RELOCATE EXISTING SIGN(S) AS SHOWN. REINSTALL ON NEW POST PER SDRSD M-45.
- 8 PLACE 3/8" EXPANSION JOINT FILLER MATERIAL BETWEEN NEW AND EXISTING SIDEWALK PANELS PER SDRSD G-10.
- 9 INSTALL NEW CROSS GUTTER PER SDRSD G-12.
- 10 INSTALL PCC DRIVEWAY PER SDRSD G-14.
- 11 GRIND AND OVERLAY EX. AC PER DETAIL 'A' SHEET G-2
- 12 INSTALL NEW TYPE 'C-1' CURB RAMP WITH 3'X4' STEEL TRUNCATED DOMES PER SDRSD SDG-134.
- 13 ADJUST WATER VALVE TO FINISH GRADE.
- 14 RELOCATE EXISTING FENCE PER SDRSD M-6.
- 15 NOT USED
- 16 ADJUST WATER METER TO FINISH GRADE.
- 17 INSTALL NEW SCHEDULE 'J' PAVING PER SDG-113.



CURB DATA				
NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARKS
3	N 0° 37' 51" E		593.33'	TYPE 'G-2' C & G
CONSTRUCTION C.L.				
NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARKS
2	N 0° 37' 51" E		202.46'	CONST. CL.

PROPOSED PLAN
STA 14+25 TO 16+27.46



C-2

**PLANS FOR THE CONSTRUCTION OF
SATURN BLVD AND RIMBEY
AVE SIDEWALK
IMPROVEMENT PLAN**

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 6 OF 7 SHEETS		WBS B-10145
APPROVED: <i>A. Palasey</i> FOR CITY ENGINEER	DATE 7/2/12	SUBMITTED BY: ABIPALASEYED SENIOR ENGINEER
DESCRIPTION ORIGINAL	BY OLSON	APPROVED E.D./
		DATE
		FILMED
EDRIC DORINGO ASSOCIATE ENGINEER		
BRYAN OLSON PROJECT ENGINEER		
146-1740		
CCS83 COORDINATE		
CONTRACTOR	DATE STARTED	35491-6-D
INSPECTOR	DATE COMPLETED	

CONSTRUCTION CHANGE / ADDENDUM			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

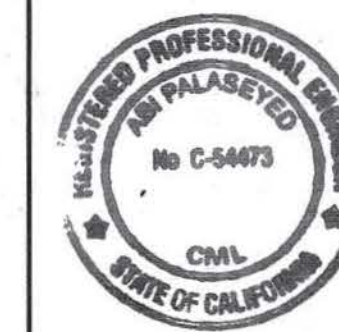
WARNING

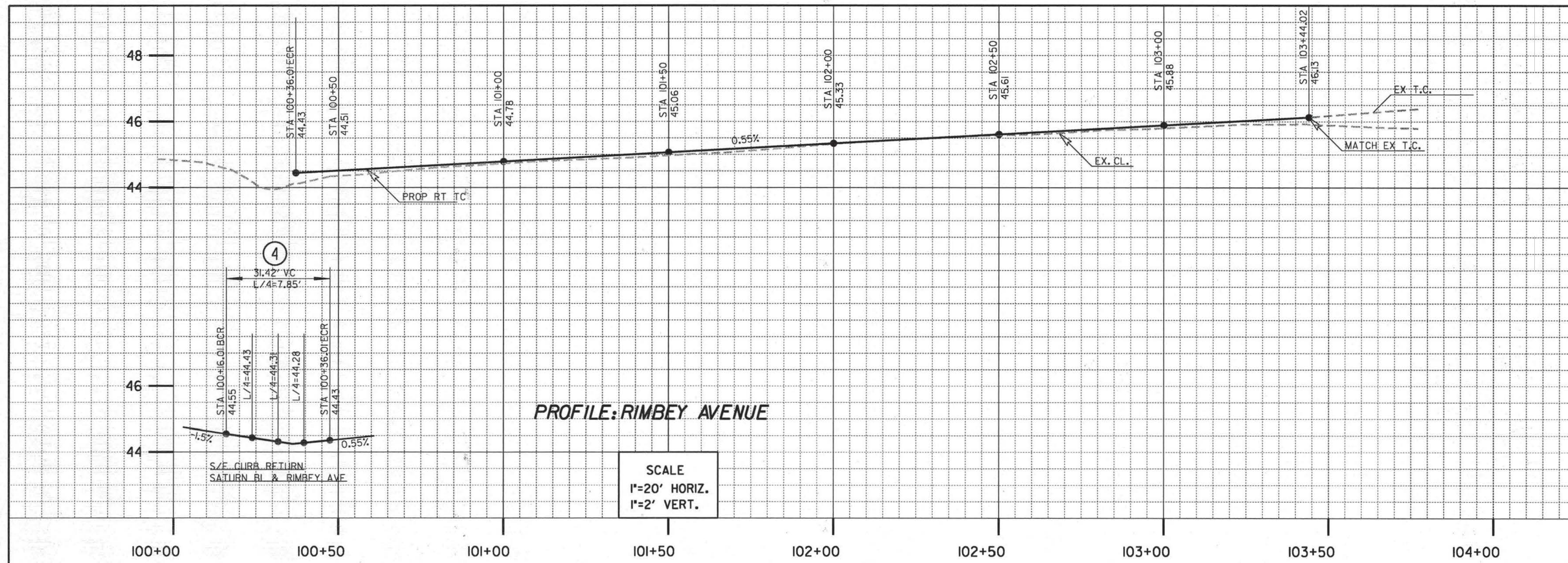
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

**CITY OF SAN DIEGO
PUBLIC WORKS PROJECT**

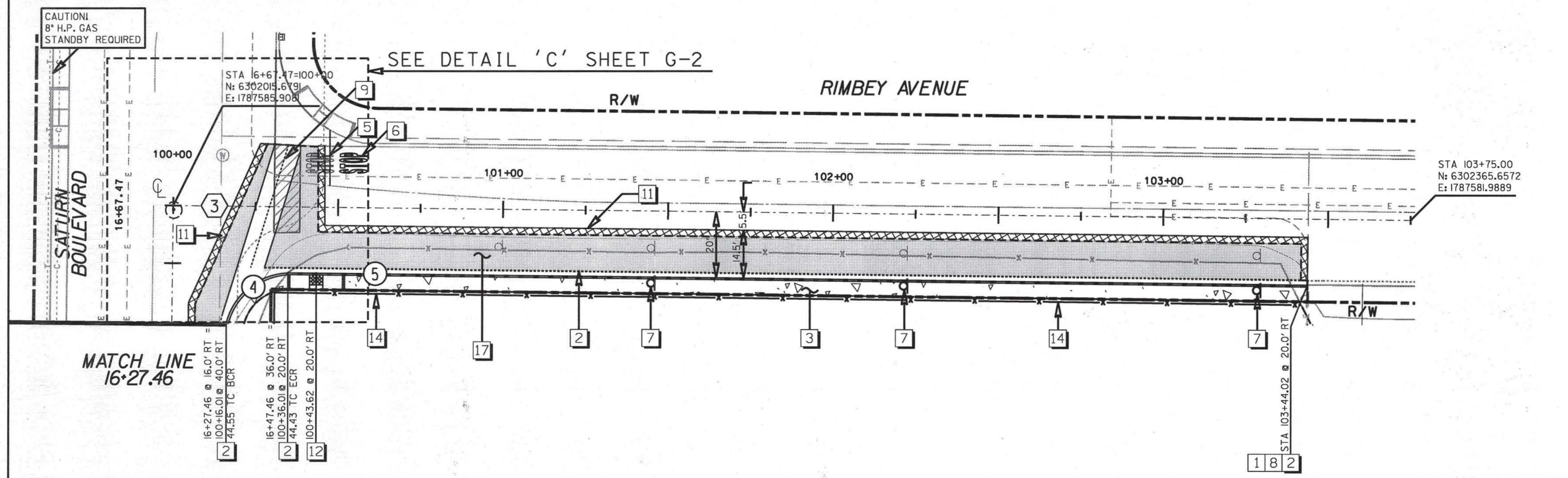


TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH ---- MEDIUM ---- LOW X. SPEC. NO. 5378



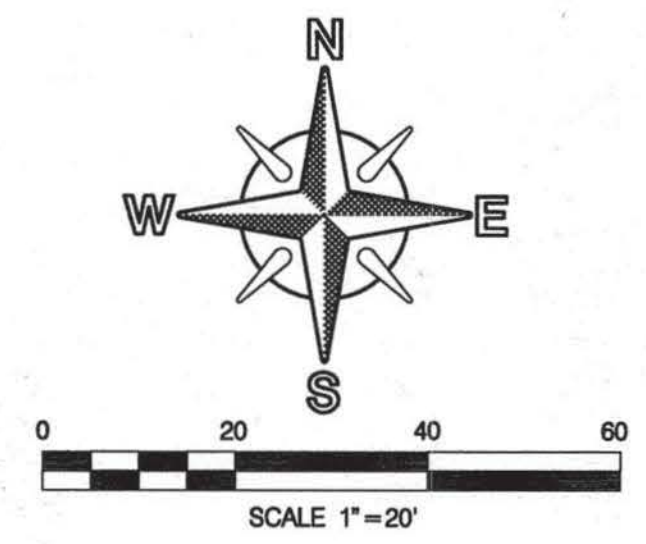


- 1 MATCH EXISTING
- 2 NEW 6" PCC CURB AND GUTTER PER SDRSD G-2.
- 3 INSTALL NEW 4.5" PCC SIDEWALK PER SDRSD G-7. ENSURE CROSS SLOPE DOES NOT EXCEED 1.50%.
- 4 RELOCATE TREE BEHIND PROPOSED IMPROVEMENTS.
- 5 INSTALL THERMO-PLASTIC 12" WIDE WHITE LINE PER CALTRANS STANDARD DRAWING A24D.
- 6 THERMO-PLASTIC WORD PAVEMENT MARKING PER CALTRANS STANDARD DRAWING A24D.
- 7 RELOCATE EXISTING SIGN(S) AS SHOWN. REINSTALL ON NEW POST PER SDRSD M-45.
- 8 PLACE 3/8" EXPANSION JOINT FILLER MATERIAL BETWEEN NEW AND EXISTING SIDEWALK PANELS PER SDRSD G-10.
- 9 INSTALL NEW CROSS GUTTER PER SDRSD G-12.
- 10 INSTALL PCC DRIVEWAY PER SDRSD G-14A.
- 11 GRIND AND OVERLAY EX. AC PER DETAIL 'A' SHEET G-2
- 12 INSTALL NEW TYPE 'C-1' CURB RAMP WITH 3'X4' STEEL TRUNCATED DOMES PER SDRSD SDG-134.
- 13 ADJUST WATER VALVE TO FINISH GRADE.
- 14 RELOCATE EXISTING FENCE PER SDRSD M-6.
- 15 NOT USED
- 16 ADJUST WATER METER TO FINISH GRADE.
- 17 INSTALL NEW SCHEDULE 'J' PAVING PER SDG-113.



CURB DATA				
NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARKS
4	-90° 0' 39"	20'	31.42'	TYPE 'G-2' C & G
5	N 89° 21' 30" W		307.95'	TYPE 'G-2' C & G

CONSTRUCTION C.L.				
NO.	DELTA OR BRG.	RADIUS	LENGTH	REMARKS
3	N 89° 58' 46" W		375.00'	CONST. C.L.



C-3

**PLANS FOR THE CONSTRUCTION OF
SATURN BLVD AND RIMBEY
AVE SIDEWALK
IMPROVEMENT PLAN**

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 7 OF 7 SHEETS		WBS B-10145
APPROVED: <i>A. Palamoy</i> 7/2/12 FOR CITY ENGINEER	DATE	SUBMITTED BY: ABIPALASEYED SENIOR ENGINEER
DESCRIPTION ORIGINAL	BY OLSON	EDRIC DORINGO ASSOCIATE ENGINEER
APPROVED E.D.	DATE	BRYAN OLSON PROJECT ENGINEER
		146-1740 COS88 COORDINATE
CONTRACTOR	DATE STARTED	35491-7-D
INSPECTOR	DATE COMPLETED	

CONSTRUCTION CHANGE / ADDENDUM			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

WARNING

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

**CITY OF SAN DIEGO
PUBLIC WORKS PROJECT**



TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH MEDIUM LOW.X. SPEC. NO. 5378

