

Cit

Miss. Patricia Thornbury, Owner
CAP Construction
212 Cedar Avenue
Chula Vista, CA 91910

30

CONTRACTOR'S NAME: _____
ADDRESS: _____ P. (619) 691-8572 F. (619) 207-0875 _____
TELEPHONE NO.: _____
CITY CONTACT: CLAUDIA ABARCA, Contract Specialist, Email: cabarca@sandiego.gov
Phone: (619) 533-3439; Fax: (619) 533-3633
W.Gefrom/KA/egz

**CONTRACT
DOCUMENTS**

COPY



FOR

**SIDEWALK REPLACEMENT GROUP 1 –
FY13 (TREE RELATED)**

VOLUME 1 OF 2

BID NO.: _____ L-13-5851-DBB-2
SAP NO. (WBS/IO/CC): _____ B-13036
CLIENT DEPARTMENT: _____ 2116
COUNCIL DISTRICT: _____ CITYWIDE
PROJECT TYPE: _____ ID

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: **SLBE-ELBE FIRMS ONLY.**

BID DUE DATE:

**1:30 PM
FEBRUARY 5, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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

Walter C. Gefrom III
1) City Engineer

12/18/2012
Date

Seal:



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **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>.
2. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **Sidewalk Replacement Group 1 – FY13 (Tree Related)** (Project).
3. **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: Furnish all labor, materials, equipment, services, and construction for the removal and replacement of damaged sidewalk, curb/gutter, curb ramps, tree trimming, root pruning, root barrier installation and all other incidental work and appurtenances in accordance with the contract specifications.
 - 3.1. The Work shall be performed in accordance with:
 - 3.1.1. This Notice Inviting Bids inclusive.
4. **EQUAL OPPORTUNITY**
 - 4.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:
 - D. **CITY'S EQUAL OPPORTUNITY COMMITMENT.**
 1. **Nondiscrimination in Contracting Ordinance.**
 1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.
 2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.

3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.

15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.

16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

5. SUBCONTRACTING PARTICIPATION PERCENTAGES.

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

5.2. 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 14.4%

6. PRE-BID MEETING:

6.1. There will be a Pre-Bid Meeting 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 1010 Second Avenue Suite 1400 MS 614C, San Diego, CA 92101 **at 10:00 AM, on JANARY 16, 2013.**

6.2. All potential bidders are encouraged to attend.

6.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Submittal Meeting to ensure availability.

7. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

7.1. Prior to the Award of Contract or each Task Order, you and your Subcontractors and Suppliers must register with Prism®, the City's web-based contract compliance portal at:

<http://pro.prismcompliance.com/default.aspx>.

7.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive.

8. CONSTRUCTION COST: The City's estimated construction cost for this contract is **\$270,000.00.**

9. LOCATION OF WORK: Various locations citywide as listed in the appendices of these contract documents.

10. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **70 Working Days**.

11. **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.

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

Option	Classification(s)
1	CLASS A
2	CLASS C-8

11.2 The Bidder shall satisfy the licensing requirement by meeting **at least** one of the listed options.

12. **INSURANCE REQUIREMENTS:**

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

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

13. **PREQUALIFICATION OF CONTRACTORS:**

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

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

13.2. The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01

Title	Edition	Document Number
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023

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

15. **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.
16. **CITY’S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
17. **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., JOC in the Contract Documents.
18. **SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-1.6, “Trade Names or Equals” in The WHITEBOOK and as amended in the SSP.
19. **AWARD PROCESS:**
 - 19.1. The Award of this contract is contingent upon the Contractor’s compliance with all conditions precedent to Award.
 - 19.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.

- 19.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
20. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
21. **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.
22. **QUESTIONS:**
- 22.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue Suite 1400 MS 614C, San Diego, California, 92101, and Telephone No. 619-533-3450.
- 22.2. Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- 22.3. 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.
- 22.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
23. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
24. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
25. **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.

- 25.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
 - 25.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
 - 25.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
 - 25.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
- 26. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 26.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
 - 26.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
 - 26.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.
- 27. AWARD OF CONTRACT OR REJECTION OF BIDS:**
- 27.1. This contract may be awarded to the lowest responsible and reliable Bidder.
 - 27.2. For Design-Build contracts, the award may not be solely based on price. Refer to the RFP for the selection and award details.
 - 27.3. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
 - 27.4. 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.
 - 27.5. 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.

- 27.6. 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."
- 27.7. 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.
- 27.8. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 27.9. 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 that will be disclosed in the Volume 2 of 2 (or RFP for the Design-Build contracts).

28. BID RESULTS:

- 28.1. 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: <http://www.sandiego.gov/bids-contracts/>, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).
- 28.2. To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

29. THE CONTRACT:

- 29.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 29.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 29.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

- 29.4.** For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 29.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 30. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the JOC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid or JOC 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.
- 31. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 31.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 31.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 31.3.** The City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance.
- 31.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249).
- 31.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 31.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 31.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

32. PRE-AWARD ACTIVITIES:

32.1. The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

31.2. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

33. REQUIRED DOCUMENT SCHEDULE:

33.1. The Bidder’s attention is directed to the City’s Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report

11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
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

CONTRACT FORMS
AGREEMENT

INTRODUCTORY PROVISIONS

- A. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference.

- B. All attachments e.g., Reference Standards in the Notice Inviting Bids, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Phase Funding Schedule Agreement and Supplemental Agreements, and the attached Proposal included in the Bid documents by the Contractor are incorporated into the Contract by this reference.

- C. This agreement amends the Standard Specifications for Public Works Construction [The GREENBOOK], including supplement amendments set forth in the City of San Diego Supplement [City Supplements]. All changes and or additions are stated herein and all other provisions remain unchanged.

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 _____ CAP CONSTRUCTION _____, herein called "Contractor" for construction of **Sidewalk Replacement Group 1 – FY13 (Tree Related)** Bid No. **L-13-5851-DBB-2**; in the amount of **TWO HUNDRED FORTY FIVE THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS AND 00/100 (\$245,375.00)**, which is comprised of the Base Bid alone.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Sidewalk Replacement Group 1 – FY13 (Tree Related)**, on file in the office of the Public Works Department as Document No. B-13036, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Sidewalk Replacement Group 1 – FY13 (Tree Related)**, Bid Number **L-13-5851-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 the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

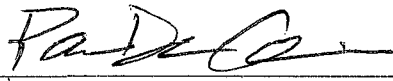
AGREEMENT

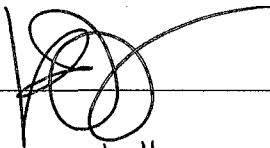
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102(d) authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By 

By 

Print Name: Paul D. Chopin
Principal Contract Specialist

Print Name: Katherine A. Malcolm
Deputy City Attorney

Date: 3/28/13

Date: 3/28/13

CONTRACTOR

By 

Print Name: Patricia Thornburg

Title: Owner

Date: 2/19/13

City of San Diego License No.: 132013001122

State Contractor's License No.: 960827

**CONTRACT/AGREEMENT
ATTACHMENTS**

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

CAP CONSTRUCTION, a corporation, as principal, and
Western Surety 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 FORTY FIVE THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS
AND 00/100 (\$245,375.00) for the faithful performance of the annexed contract, and in the sum of
TWO HUNDRED FORTY FIVE THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS
AND 00/100 (\$245,375.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract Sidewalk Replacement
Group 1 - FY13 (Tree Related), Bid Number L-13-5851-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 ATTACHMENT (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

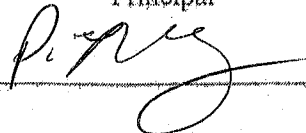
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated February 14, 2013

Approved as to Form and Legality

CAP Construction

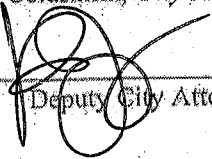
Principal

By 

Patricia Thornburg, Owner

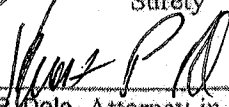
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney


By  3/28/13
Deputy City Attorney

Western Surety Company

Surety

By 
Robert F. Dole, Attorney-in-fact

Approved:

By 
Paul D. Chopin
Principal Contract Specialist

1455 Frazee Road, #801

Local Address of Surety

San Diego, CA 92108

Local Address (City, State) of Surety

1-800-331-6053

Local Telephone No. of Surety

Premium \$ 3,681.00

Bond No. 71375832

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel P Dole, John T Dole, Robert P Dole, Nicki Edwards, Individually

of Bonita, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of October, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat

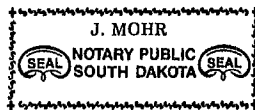
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14 day of February, 2013.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

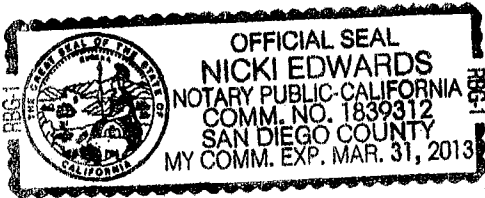
State of California

County of San Diego

On 02/14/2013 before me, Nicki Edwards, Notary Public,

personally appeared Robert P. Dole, 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 the 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.

Nicki Edwards
Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) LIMITED
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Western Surety Company

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Sidewalk Replacement Group 1 – FY13 (Tree Related)

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

Cap Construction

(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 P. Thornburg

Printed Name Patricia Thornburg

Title Owner

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Sidewalk Replacement Group 1 – FY13 (Tree Related)

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

Cap Construction

(Name under which business is conducted)

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

Signed

P. Thornburg

Printed Name

Patricia Thornburg

Title

Owner

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Sidewalk Replacement Group 1 – FY13 (Tree Related)

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

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

Dated this 19 Day of Feb., 2013.

Signed P. Thornburg

Printed Name Patricia Thornburg

Title Owner

AFFIDAVIT OF DISPOSAL

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

Sidewalk Replacement Group 1 – FY13 (Tree Related)

(Name of Project)

as particularly described in said contract and identified as Bid No. **L-13-5851-DBB-2**; SAP No. (WBS/IO/CC) **B-13036**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

Contractor
by

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplements, ADD the following:

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

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

1. You must perform, with your own organization, Contract work amounting to at least **50%** of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

2-9.1 Permanent Survey Markers. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall notify the Engineer or the owner on a Private Contract, at least 7 days before starting the Work to allow for the preservation of survey markers, survey monuments, lot stakes (tagged), and benchmarks. The Engineer or the owner on a Private Contract, will, at its cost, file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb or permanently cover survey markers, survey monuments, lot stakes (tagged), or benchmarks without the consent of the Engineer or the owner on a Private Contract. The Contractor shall bear the expense of uncovering and replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by a Registered Land Surveyor or a Registered Civil Engineer authorized to practice

land surveying within the State of California. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified in the Special Provisions.

2-9.2 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.

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

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

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

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

7-3.1 Policies and Procedures.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured’s contract (including the tort liability of another assumed in a business contract).
3. There must be no endorsement or modification limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

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

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

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

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

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

2. Limits for this insurance must be not less than the following:

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

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

7-4.1.1 Waiver of Subrogation.

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

7-8.6 Water Pollution Control. ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.

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

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

9-3.2.5 Withholding of Payment. To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

201-1.1.1 General. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Integral Colored sidewalk improvements shall be done in Sombrero Buff, Cardinal Soloman, Davis Brick Red, French Grey, or equal as specified in the Contract Documents or directed by the Engineer.

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-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.

300-1.3.2 Requirements. To the City Supplement, ADD the following:

No new improvements shall be constructed prior to the removal of an identified tree in accordance with Section 300-1.3.2(d).

308-6.1.6 Root Barrier. To the City Supplement, ADD the following:

Root barriers shall be equivalent to type LB-18-2 and LB-12-2, as manufactured by Deep Root Control Products, or approved equal.

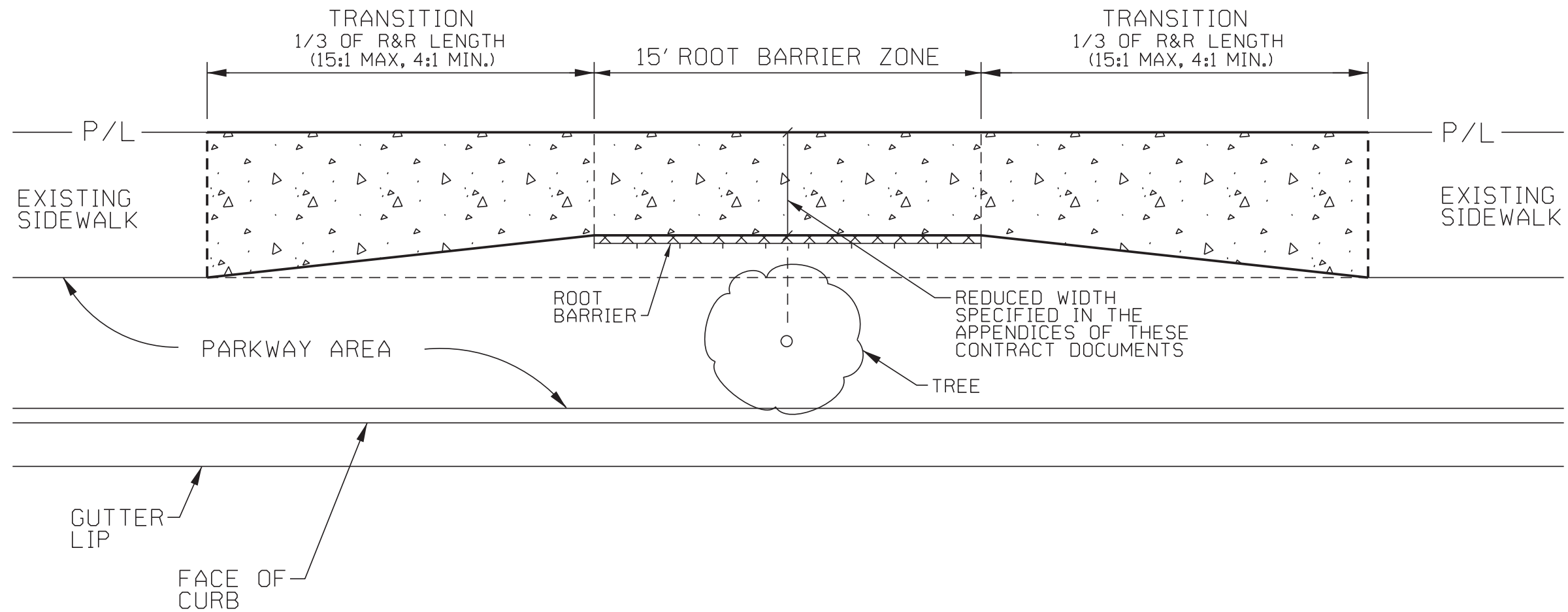
END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

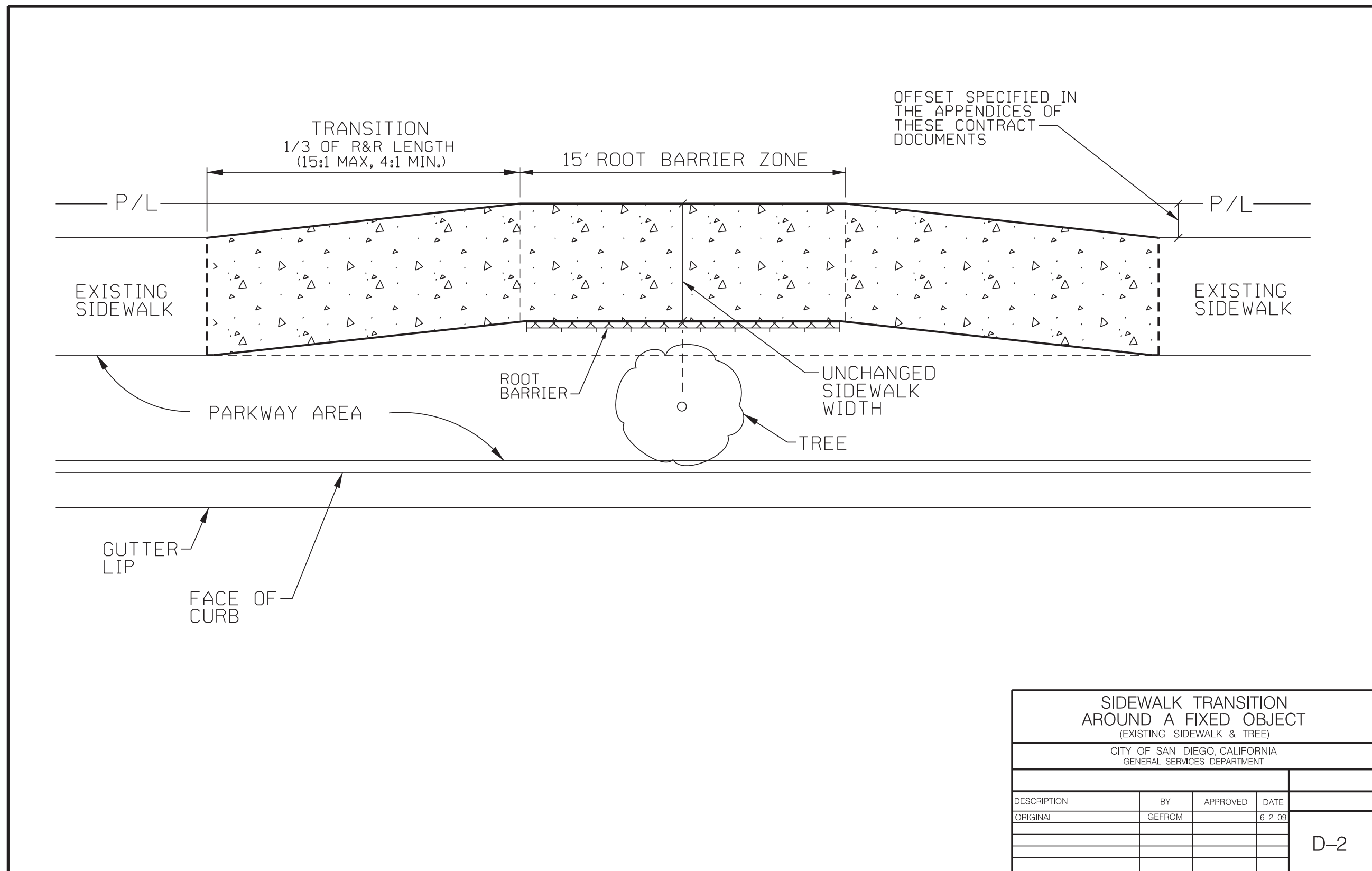
APPENDIX A

Tree-Related Standard Drawings



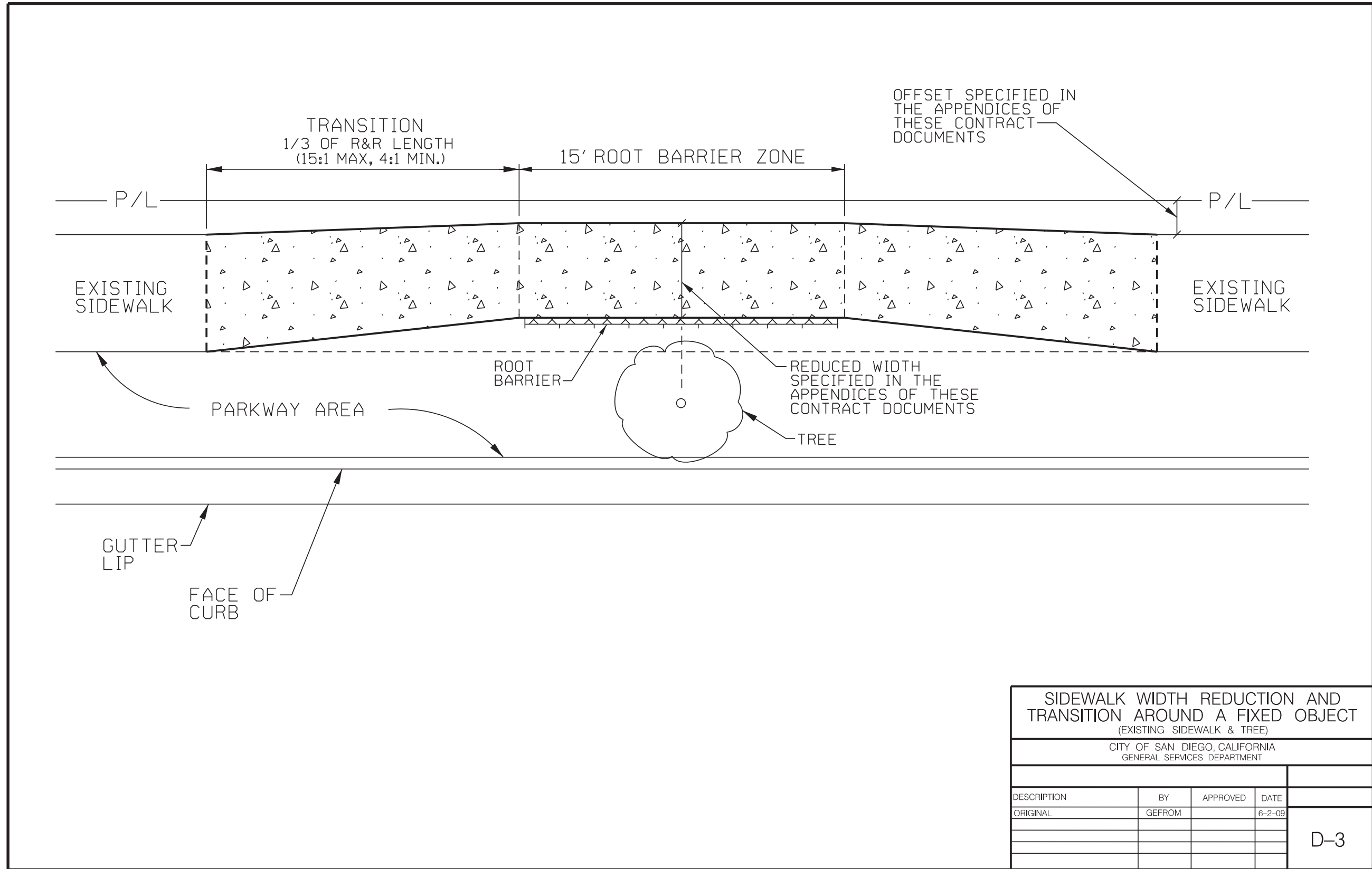
SIDEWALK WIDTH REDUCTION AROUND A FIXED OBJECT (EXISTING SIDEWALK & TREE)			
CITY OF SAN DIEGO, CALIFORNIA GENERAL SERVICES DEPARTMENT			
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	GEFROM		6-2-09

D-1



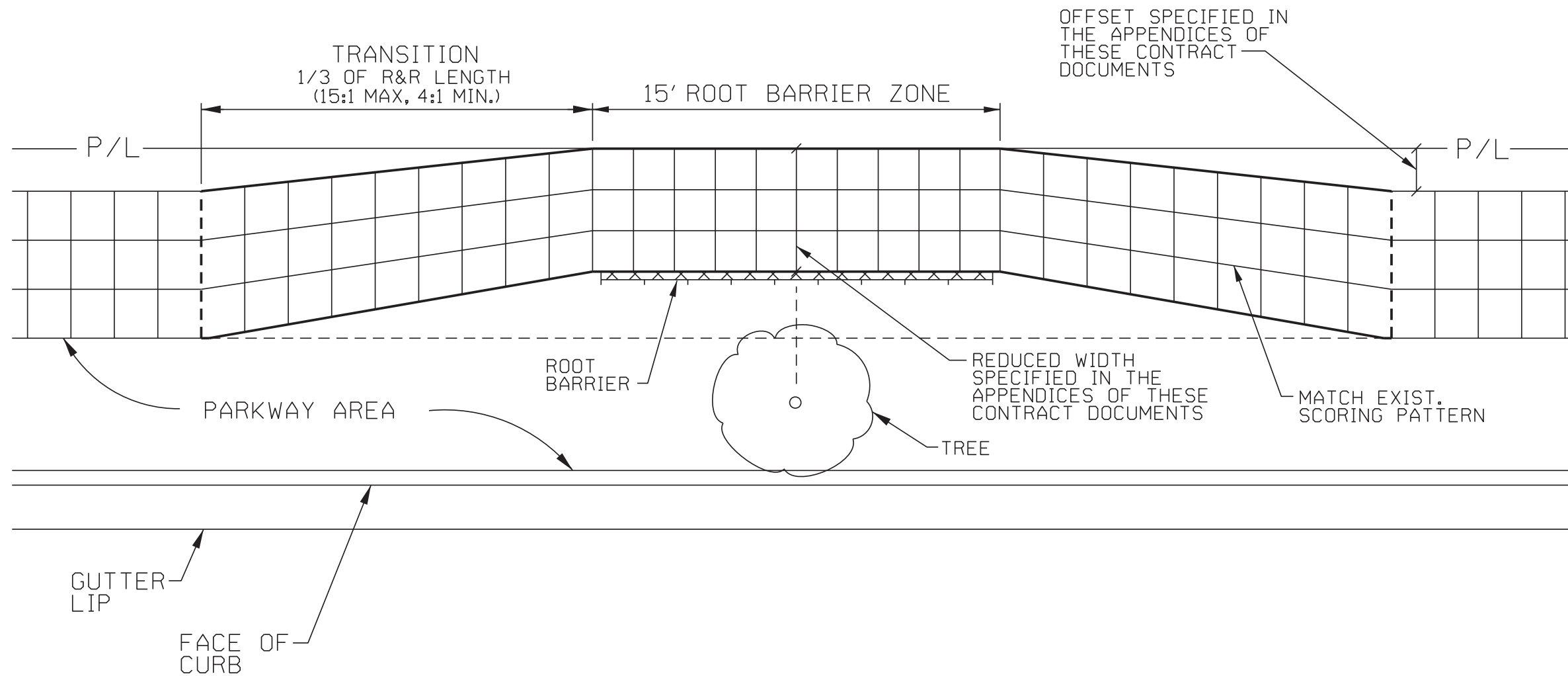
SIDEWALK TRANSITION AROUND A FIXED OBJECT (EXISTING SIDEWALK & TREE)			
CITY OF SAN DIEGO, CALIFORNIA GENERAL SERVICES DEPARTMENT			
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	GEFROM		6-2-09

D-2



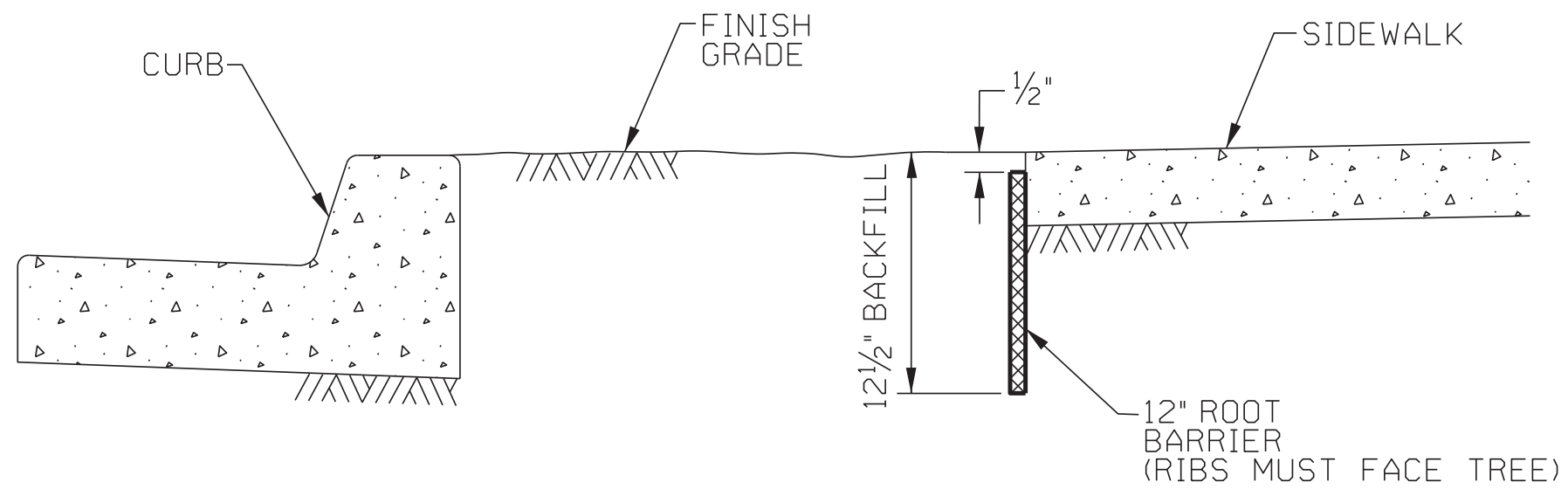
SIDEWALK WIDTH REDUCTION AND TRANSITION AROUND A FIXED OBJECT (EXISTING SIDEWALK & TREE)			
CITY OF SAN DIEGO, CALIFORNIA GENERAL SERVICES DEPARTMENT			
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	GEFROM		6-2-09

D-3



SIDEWALK SCORING PATTERN			
CITY OF SAN DIEGO, CALIFORNIA GENERAL SERVICES DEPARTMENT			
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	GEFROM		6-2-09

D-4



ROOT BARRIER AT SIDEWALK			
CITY OF SAN DIEGO, CALIFORNIA GENERAL SERVICES DEPARTMENT			
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	GEFROM		6-2-09

D-5

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.)

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

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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

City Meter 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

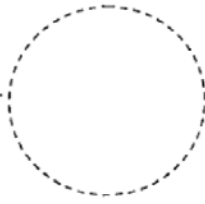
Sample City Invoice

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

Door Hanger

Contractor for
City of San Diego



(Contractor Name)

At Your Service!

GOOD NEWS! We plan to begin working on a new sidewalk / curb replacement near your address within the next three working days.

Q. HOW LONG WILL THIS WORK TAKE?

A. It should take about five working days to remove and replace damaged areas of sidewalk, and final clean up (including any irrigation line repairs) will follow in the next week.

Q. CAN I WRITE IN THE WET CEMENT?

A. No, but you may walk on your new sidewalk 24 hours after it is poured. It's ok to drive on it in about 21 days.

Q. WILL MY SPRINKLERS GET DAMAGED?

A. If this occurs, we will repair the broken lines. After new sidewalk is placed, please do not install irrigation pipes in the space between tree(s) and sidewalk as this is the root-barrier zone.

Q. WILL MY STREET IMPROVEMENTS BE DAMAGED?

A. At times, we must remove bricks or other encroachments from the parkway in order to do our work in the public right of way. These items are returned to the fronting property owner.

Q. WHAT ABOUT PARKING?

A. We appreciate your cooperation in parking out of our work area and apologize for any inconvenience. NO PARKING signs may be placed to allow us room to work.

Thank You

We hope you will be pleased with this improvement to your area

PHONE NUMBERS

Concrete Contractor (24 Hour): _____
Resident Engineer (Inspector): _____

Contractor for
City of San Diego



(Contractor Name)

At Your Service!

GOOD NEWS! We plan to begin working on a new sidewalk / curb replacement near your address within the next three working days.

Q. HOW LONG WILL THIS WORK TAKE?

A. It should take about five working days to remove and replace damaged areas of sidewalk, and final clean up (including any irrigation line repairs) will follow in the next week.

Q. CAN I WRITE IN THE WET CEMENT?

A. No, but you may walk on your new sidewalk 24 hours after it is poured. It's ok to drive on it in about 21 days.

Q. WILL MY SPRINKLERS GET DAMAGED?

A. If this occurs, we will repair the broken lines. After new sidewalk is placed, please do not install irrigation pipes in the space between tree(s) and sidewalk as this is the root-barrier zone.

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Resident Engineer (Inspector): _____

APPENDIX F

5851_Appendix F TC18 Sidewalk List

ID#	CD	SN#	T. Bros.	ADDRESS / LOCATION	POUR DATE	Est Shv in'	Est SW sq'	Est DW sq'	Est CG lin'	Est Rpk sq'	Crb Rmp ea	Hst Stp ea	RB lin'	# Trees	TREE SURVEY INSTRUCTIONS	CONCRETE DESIGN INSTRUCTIONS
1	5	150000505160	1149-H7	11109 INDIAN LORE CT (Across from 72' & 113' E/o address)		3	184						15	1	RP LiqAm 10"	R&R SW 4x31,4x15
2	5	150000505366	1149-J7	DUENDA RD -N/s 128' N/W/oF ALACRAN CT			73						15	1	RP Sycamore 8"	R&R SW 5x5, 3x16
3	5	150000505369	1150-A7	17977 ALMENDRO LN			80						15	1	Rootprune After demo; LiqAm 80"	SW4x20
4	5	150000505373	1150-A7	17717 VALLADARES DR (Across from address)			120				1		15	1	RP Euc 28"	R&R SW 5x12,5x12 CrbRmp
5	5	150000505914	1150-C7	17781 FRONDOSO DR (Across from address)			64						15	1	RP Cypress 8"	R&R SW 4x16
6	5	150000505917	1150-C7	12440 DAMASCO CT			44								No RP Olive (priv)	R&R SW 4x11
7	5	150000505169	1169-H1	10985 AUTILLO WAY			48						15	1	RP Sycamore 18"	R&R SW 4x12
8	5	150000514217	1169-H1	17323 CARRANZA DR			128	24	17						No RP proside trees	R&R SW 4x32, DW4x6, CG17
9	5	150000506159	1169-J4	16146 RIMSTONE LN			92						15	1	RP Sycamore 26"	R&R SW 4x23
10	5	150000507122	1169-J5	CATTAIL RD E/s 39' N/o MATERIN DR			120		19		1		15	1	RP Euc 22"	R&R SW 4x5, 3x10, 5x14, CG14', 5', CrbRmp
11	5	500000068363	1170-A1	11908 BERNARDO CENTER CT			20	40			1		15	1	RP Olive(multi)	R&R SW 4x6, DW4x10 CrbRmp
12	5	150000505915	1170-B2	16975 TESORO DR			128		12						No RP; At this time	R&R SW 4x20, WW4x12, CG12'
13	5	150000505894	1170-B2	12060 HIERBA PL (Across from address)			48								No RP At this time	R&R SW 4x12
14	5	500000064957	1170-B7	14836 GABLE RIDGE RD			68						15	1	RP Tipu 14"	R&R SW 4x17
15	5	150000505902	1170-C1	17541 FRONDOSO DR			88	44					15	1	RP Olive(multi)	R&R SW 4x22, DW4x11
16	5	150000505896	1170-C2	12768 GIBRALTAR DR			84	63					15	1	Rootprune After demo; LiqAmb 14"	SWredu to 3.5'@tree (4)x23, DW7x9
17	5	150000505910	1170-D1	13153 PASEO DEL VERANO (Across from address)and 219' s/o			164						30	2	RP 2 Euc 20"	R&R SW 4x15, 4x26
18	5	150000505913	1170-D1	17522 PLAZA MARLENA			116	8					15	1	RP Carotwd 10"	R&R SW 4x29, DW4x2
19	5	150000505905	1170-D1	PLAZA DOLORES -N/s 30' E/o PAS DEL VERANO			90						15	1	RP Carob 9"	R&R SW 4x15, 2x15 @drain
20	1	500000051905	1187-G6	2241 LA AMATISTA RD*			56	28					15	1	RPAD Mela 48"	Swredu 3.5'@ tree (4)x14 DW 4x7

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21	1	500000054748	1188-A5	QUARTER MILE DR NS 53- 245 Eo KELLAN CT:			630						15	1	RPAD 5 Liqamb, 14"	Swreu/tran 4.5/6 @ tree (5)x58,24x44
22	1	150000513064	1188-A7	VALLEY CENTRE DR S/s @ CARMEL VIEW*			75						15	1	RP Euc 16"	R&R SW 5x15 behind guard rail
23	1	500000046969	1189-B4	8293 TORREY PARK			158						15	2	Remove Tipu 16"; Plant Spathodia 15 gal	R&R SW 4.5x35
24	1	150000435774	1189-B4	8309 TORREY PARK TR			100						15	1	Rootprune After demo; Tipu 12"	SWredu to 4'@tree(4.5)x24
25	5	500000009713	1189-H4	13002 NIGHTFALL TER			120		16		1		15	1	Plant Rhus lancea 15gl	R&R SW 4x30, CrbRmp, CG16
26	5	150000519426	1189-H7	10715 SCRIPPS POWAY PY (Across from address)			75						15	1	RP Euc 23"	R&R SW 5x15 (across from Pollo Loco)
27	5	150000515568	1189-J6	11403 TRAILBROOK LN			75						15	1	RP Pear 18"	R&R SW 5x15
28	5	150000513006	1190-A6	12237 MEADOW GRASS CT			72						15	1	RP Carotwd 8"	R&R SW 4x18
29	5	150000512867	1190-B7	12165 BRIARLEAF WY xHALFOAK TER			30						15	1	Plant Rhus lancea 15gl	R&R SW 2x15 at drain structure
30	1	150000527974	1208-A4	8611 KILLBOURNE DR					17				15	1	RP; (2) Liqam	R&R CG 17'
31	1	500000042759	1208-B3	CARMEL MOUNTAIN RD -N/s 200' W/o SENDA LUNA		15	290						15	1	RP shade tree 14"	R&R SW 5x58, ShvSW(1loc)15in-ft
32	1	150000459485	1208-C3	CARMEL MTN -S/s @ SENDA MAR DE PONDEROSA			56		16						NO RP At this time	R&R SW 5x4, 3x12, CG 16(Sunk@drain)
33	5	150000392417	1208-D6	5010 WATERIDGE VISTA DR -235' N/o Addr			45						15	1	RP Bpepr (multi) 15"	R&R SW 5x9 (235' N/o pkglot dwy)
34	5	150000506451	1208-G5	9535 WAPLES ST			54								No RP tree not a factor	R&R SW 5x10.8
35	5	150000521931	1208-G5	9454 WAPLES ST			80						20	1	RP(20')Ficus 22"	R&R SW 5x16
36	5	500000034665	1209-A2	7850 WESTBURY AV			39	24							No RP tree not a factor	R&R SW 4x9.8, DW4x6
37	5	150000492834	1209-B1	11380, 74 CAMINO RUIZ			340	84							No RP tree not a factor	R&R SW 4x44, 4x12, DW4x21
38	5	150000492831	1209-B3	8260 HYDRA LN			20								No RP tree not a factor	R&R SW 4x5
39	5	150000518558	1209-B4	8026 BERWYN on CHALET			60				1				No RP tree not a factor	R&R SW 4x10, 4x5, CrbRmp
40	5	150000506482	1209-B5	10241 MAYOR CIR on PORT ROYALE			77				1				No RP tree not a factor	R&R SW 4x9, 4x4, 2.5x10, CrbRmp

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41	5	150000506485	1209-B5	10155 LADY BESS WY & JADE COAST			74								No RP tree not a factor	R&R SW 4x13.6, 4x5
42	5	150000488783	1209-C3	8759 DEWSBURY AV on WESTONHILL			188				1		15	2	Remove Stump 6"; Plant Rhus lancea 15gl	R&R SW 4x15, x32, CrbRmp
43	5	150000518939	1209-G2	11320 SCRIPPS RANCH BL -N/s		10									No RP new tree not a factor	Shave (2loc) 10in-ft
44	1	150000171614	1228-B6	5743 LAMAS ST*			180			15			15	1	Rmv Euc 24"; Plnt Rhus	R&RSW 4x45, Rpk 5x1,5x2
45	1	150000459090	1228-C4	4150 CAM ISLAY					45				30	2	RPAD 2 Liqam 12",24"	R&R CG 45'
46	1	150000459088	1228-C4	4187 CAMINO ISLAY on S/W/C					31				15	1	RPAD 2 Liqam 24"	R&R CG 31'
47	1	150000459071	1228-C4	CAM GLORITA & CAM TICINO on S/W/C					18				15	1	RPAD Carob 18"	R&R CG 18' @ drain
48	1	150000459199	1228-C4	7960 CAM HUERTA				136					15	1	RP Liqamb 12"	R&R DW 8x17 (Elim Ponding)
49	1	150000459198	1228-C4	8027 CAM HUERTA					33				15	1	RPAD; Liqam 25"	R&R CG 33' (Elim ponding)
50	1	150000459195	1228-C4	8050 CAM HUERTA				121					15	1	RPAD; Liqam 18"	R&R DW 11x11
51	1	150000459093	1228-C4	8074 CAM HUERTA				784	45				15	1	RPAD; Liqam 23"	R&R DW 28x28, CG 45' (Elim ponding)
52	6	500000053039	1228-C7	5028 ARROYO LINDO AV			60						15	1	RP; Aus Willow 10"	R&R SW 4x15
53	1	150000455670	1228-D4	8026 CAM JONATA				285	10				15	1	RPAD Euc 16"	DWreduc by 1' @ tree, DW15x19,CG 10
54	1	150000459092	1228-D4	8080 CAM HUERTA				224	30				15	1	RPAD; Liqam 18"	R&R DW 14x16, CG 30' (Elim ponding)
55	1	1500000453981	1228-D6	ITHICA ST - N/s 50' E/o STADIUM ST					31				15	1	RP LiqAm 10"	R&R CG 31'
56	1	500000052041	1228-F4	4646 RAMSAY AV					30				15	1	Rmv LiqAm 20"; Plnt Oxy	R&R CG 30'
57	6	150000450558	1228-G7	5120 DAWNE ST			20	40					15	1	RP; bush 6"	R&R SW 4x5, DW 4x10
58	1	500000052121	1247-E2	ELECTRIC AV- W/s S/o PALOMAR AV			45.5							1	No RP; Palm not a factor	R&R SW 6.5x7
59	2	150000476626	1247-J5	1276 BERYL ST			430						30	2	RP Cpepr (2) 36'	R&R SW 3 loc 30x5,20x5, 36x5
60	2	150000475447	1247-J5	1277 MISSOURI on FANUEL		10							30	2	RP (2) Liqam 21", 20"	Shave (3 Loc) 10in'

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61	2	150000475289	1247-J5	1303 BERYL ST on FANUEL			200								NoRP (palms not a factor)	R&R SW 5x40
62	2	150000476050	1247-J5	CHALCEDONY ST & INGRAHAM S/E/C		25									No RP private tree roots	ShvSW(5Loc) 25in"
63	2	150000474134	1247-J6	1103 EMERALD ST		5									No Rp Palm not a factor	ShvSW5in"
64	2	150000474135	1247-J6	1152 FELSPAR ST			100						15	1	RP Nzxmas 13"	R&R SW 5x20
65	2	150000470517	1248-A7	3739-51 JEWELL ST		5	50	50					15	1	RP Jac 12"	R&R SW 5x10, DW 5x10, ShvSW(1) 5in-ft
66	2	150000474479	1248-A7	3745 RIVIERA DR			220	80	11				15	1	RP Torrey Pine winter only 48"	R&R SW 25x4, 30x4 DW 11x20 Rollcurb 11"
67	2	150000475446	1248-B4	SOLEDAD MTN RD- E/s 150" N/o FELSPAR ST			279						45	3	RP (3) Euc 6",24",6"	R&R SW 4.5x62
68	6	150000469940	1248-D1	3616 LUNA AV on POCOHANTAS		25	92						30	2	RP 2 Ash 12"	R&R SW 4x23, Shv SW (5 Loc) 25in'
69	6	150000469939	1248-D1	4660 COCONINO WY			224						30	2	RPAD Pepr 28", Jac (Multi)	R&R SW 4x56
70	6	150000452617	1248-E1	4235 SAMOSET AV			64	52					15	1	Rmv Ash 20"; Plant Frax	R&R SW 4x16, DW 4x13
71	6	150000469983	1248-E2	4535 QUANTICO AV			144	68					15	1	RPAD Kafir 13"	R&R SW 4x36, DW 4.5x12, 4x2
72	6	150000469936	1248-E3	4322 CLAIREMONT DR on HIAWATHA			80		38				15	1	RP Liqam 13"	R&R SW 4x20, CG 38', LOS
73	6	150000451911	1248-G3	4102 MT EVEREST BL			84	40					15	1	RP Jac 13"	R&R SW 4x21 DW 4x10
74	6	150000451062	1248-G3	4309- 4321 MT FOSTER AV		10	88						15	1	RP; Aus Wlw	R&R SW 4x22, ShvSW (3 loc) 10in-ft
75	6	150000452020	1248-G3	4331 MT EVEREST BL			60						15	1	Rp; Jac 14"	R&R SW 4x15
76	6	150000468393	1248-G4	3697 MT EVEREST BL				72					15	1	RP Jac 15"	R&R DW 4x18
77	6	150000467946	1248-G4	3912-24 CANNING AV		4	176	151					15	1	RPAD Carotwd 21"	R&R SW 4x44, DW 8.5x17.7, Shv Sw 4in'
78	6	150000469806	1248-G5	3381-91 VIA BENITO			64								No RP palm not a factor	R&R SW 4x16
79	6	500000050591	1249-A4	3641 BELFORD ST on BLIX ST			70						15	1	RP; Jac 15"	R&R 4x17.5
80	6	150000461783	1249-A4	3710 BELFORD ST					46				15	1	RPAD Ash 20"	R&R CG 46'

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81	6	500000068931	1249-C6	8679 JENNY AV			100									R&R SW 4x25
82	6	150000452397	1249-D4	3577 EDIWHAR AV on HAVETEUR WY			60						15	1	Rmv Palm 30" & LiqStmp 12"; Plnt Spathod	R&R SW 4x15
83	6	150000457349	1249-D4	8819 HAVATEUR WY					30				15	1	RP Liqam 10"	R&R CG 30'
84	6	50000006597	1249-D6	8920 GERALDINE AV		7									No RP Fan Palm	ShvSW(2 loc) 7in-ft
85	6	150000461151	1249-D6	2715 MOBLEY ST			164						15	1	RPAD Kaffir 14"	R&R SW 4x41
86	6	150000450767	1249-E4	3301 DORCHESTER			128						15	1	RP LiqAm 14"	R&R SW 4x32
87	6	150000450766	1249-E5	9395 RUGBY CT			52			68			15	1	RP LiqAm 18"	R&R SW 4x13, Rpk 4.5x8, 4.5x10 @drain
88	7	150000460223	1250-A6	6818 51st ST				81							No RP at this time	R&R DW 4.5x18
89	7	15000045995	1250-A7	5471 DEL CVERRO BL		4	60						15	1	RP; Kaffir 10"	R&R SW 4x15, ShvSW(2 loc)4 in-ft
90	7	150000463514	1250-A7	6364 CARTHAGE ST			128	20					15	1	RPAD; Ash 20"	SWRed 3.5@ tree (4)x32, DW 4x5
91	7	15000046496	1250-B5	5232 IRWIN AV RPB only									15	1	RP; Carotwd 14"	SW Ok
92	7	150000461925	1250-B5	5559 BRUNSWICK AV			144	12					15	1	RPAD; Brisbox 18"	Swtran 6"@tree 4x26, R&R 4x10, DW 4x3
93	7	150000457840	1250-B7	5535 CAMBRIA CT		6	80						15	1	RPAD; Carotwd 10"	Swtran 6"@tree 4x20, Shv(2 loc)6in-ft
94	7	150000457839	1250-B7	5711 MALVERN CT			192						30	2	RPAD; 2 Brisbox 12"	Swtran 6"@ trees 4x48
95	7	150000473583	1250-B7	5577 LANCASTER DR			80			25			15	1	RP Mag 9"	R&R SW 4x20, Rpk Brk 5x5(tree well)
96	7	150000471892	1250-B7	5804 MALVERN on LANCASTER		16							45	3	RP 3 new trees 2"	ShvSW (5Loc) 16in"
97	7	150000472722	1250-B7	5840 HAMPTON CT on KENT PL		11									No RP palms not a factor	Shv SW (3Loc) 11in'
98	7	150000471902	1250-B7	5912 LANCASTER DR		3	60	20					30	2	Rp 2 Liqam 6",9"	R&R SW 4x15, DW 4x5, ShvSw 3in'
99	7	150000464306	1250-C5	7257 HORNER ST					32				15	1	RPAD Podo 8"	R&R CG 32' (Elim Ponding)
100	7	150000463786	1250-C6	A/F 6146-68 THERESE WY		16	60						15	1	RP; Oleander	R&R SW 4x15, Shvsw (6loc) 16in-ft

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101	7	150000472723	1250-C7	6043 LANCASTER DR		3									No RP (obstructed)	ShvSW 3in'
102	7	150000473578	1250-C7	6056 LANCASTER DR		11							30	2	RP Liqam 13", 11"	ShvSw 11in'
103	7	150000471954	1250-D6	6246 DEL PASO AV			60								No RP Mela 16" obstructed	R&R SW 15x4 water meter
104	7	500000053931	1250-H4	6747 BALLINGER AV			128	20		159			15	1	RPAD; Carob 26"	SWtran6"@tree 4x32,Dw5x4,Rpk1x34,Brk5x15.5x10
105	7	150000465097	1250-J5	6302 LAKE ARAL AV			252			284	1		45	3	RP; Palm 24", Kaffir 12", Jac 6"	R&R SW 4x47, 4x16 Rpk 4.5x47, 4.5x12, 4.5x4 Rmp
106	7	150000465106	1250-J5	6324 ARMS LAKE DR			124						15	1	RPAD; Kaffir plum 24"	Swtran 6" @tree 4x31
107	7	150000465617	1250-J5	6395 LAKE ARAL AV			80	40					15	1	RP; Maple 8"	R&R SW 4x20, DW 4x10
108	7	50000050700	1250-J5	8314-24 LAKE ARTEMUS AV			300	64					15	1	RPAD; 2 Podo 12"	Swtran 6"@trees4x35, 4x40 DW 4x10, 4x6
109	7	150000450014	1251-A5	6353 LAKE ARROWHEAD DR			312						15	1	RP; 2 Ash 32",20"	R&R SW 4x78
110	2	150000471375	1267-J5	4955 VOLTAIRE ST			85			72			15	1	RPAD; Palm 16"	R&R SW 5x17, make treewell, RPK 6x12
111	2	150000470313	1267-J6	4957-67 SARATOGA AV			196						45	3	RP; 3 Mela 22"	R&R SW 5x20, 5x15, WW 7x3
112	2	150000474528	1268-A1	3540 PROMONTORY ST				100						1	No RP tree not a factor	R&R DW 5x20
113	2	500000036354	1268-A6	4511 BRIGHTON AV			15								No RP tree not a factor	R&R SW 3x5
114	2	150000464502	1268-A6	4675 LOTUS ST			71.5						15	1	RP; LiqAm 10"	R&R SW 5.5x13
115	2	500000056256	1268-A6	4685 LOTUS ST			209						15	1	RPAD; Vic box 28"	SWredu 4.5 @ tree(5.5)x38
116	2	150000472959	1268-B7	4045 TENNYSON ST			125						15	1	RPAD; Chi flame 12"	SWredu to 4.5(5)x25
117	6	150000352430	1268-E2	4848 TECOLOTE-100' So on Ws of Channel		176	202						15	1	RPAD; City Pepper by Channel	R&R SW 10x5, 15x8, 16x2, ShvSW (14locs) 176if-ft
118	6	500000052292	1268-F1	2203 MILTON CT			80			40.5			15	1	Rmv Chi pistache 14"; Plnt BauVC	R&R SW 4x20, Rpk brk Twell 4.5x9
119	2	500000056248	1268-J5	3834-38 GOLDFINCH ST			185	96		60			45	3	RP; 2LiqAm 10", Pepr 12"	R&R SW 5x22, 5x15, DW 8x12, Rpk 15x4 & DG
120	3	500000058164	1269-A5	4168 FRONT ST		10									No RP tree not a factor	Shv (2loc) 10in-ft

ID#	CD	SN#	T. Bros.	ADDRESS / LOCATION	POUR DATE	Est Shv in'	Est SW sq'	Est DW sq'	Est CG lin'	Est Rpk sq'	Crb Rmp ea	Hst Stp ea	RB lin'	# Trees	TREE SURVEY INSTRUCTIONS	CONCRETE DESIGN INSTRUCTIONS
121	3	150000482251	1269-A6	3434 04TH AV			452						45	3	RPAD 3 Jac 7",14",14"	XP2TW 5x10 &DG; 6x4,40x9,18x4 Rpk &DG 4x5
122	3	150000477935	1269-B5	4165 10TH AV			150						15	1	RPAD Jac 14"	R&R 5x30
123	3	150000467557	1269-B6	1047 ROBINSON AV			38.5						15	1	RP; Magn 2"	R&R SW 5.5x7
124	3	150000475216	1269-D3	2521 COLLIER AV		6	285						45	3	RPAD; 2Tipu & Prop tree 14" 15" 13"	SWRedu to 4'@tree (5)x57, Shv(1loc) 6in-ft
125	3	500000056978	1269-D3	4770 HAMILTON ST			175	130					15	1	Rp; (winter only) 2 Pines 24"	R&R SW 5x29, 5x6, DW 13x10
126	3	150000476045	1269-D5	4019 UTAH ST		20										Shv SW (2 Loc) 20in'
127	3	15000048016	1269-D6	2218 MYRTLE AV			60						15	1	RP Jac 7"	R&R SW 5x12
128	3	150000471307	1269-E3	4849 BANCROFT ST			148.5			24			15	1	Rmv LiqAm 10"; Plnt Frax	R&R SW 4.5x33, Rpk 6x4
129	3	150000471155	1269-E5	3758 30th ST		10							15	1	Rp; Chi flame 11"	ShvSW(1loc) 10in-ft
130	3	500000058239	1269-F2	3562 SYDNEY PL			205						15	1	Rmv Camphor 36"; Plnt Rhus	R&R SW 5x41
131	3	150000467558	1269-F5	3818 1/2 BOUNDARY ST			80.5		23						No RP @ 2Palm 14"	Swredu to 3' @tree (3.5)x23,CG23
132	3	150000475215	1269-G4	3628 MONROE AV		9			36				15	1	Rmv Euc 23"; Plnt Rhus lancea	R&R CG 36', Shv(3loc) 9in-ft
133	3	150000476508	1269-H4	4430 42ND ST			64						15	1	RP Mela-multi 46"	R&R Sw 4x16
134	3	500000056168	1269-H5	42nd ST-W/s 25' N/o UNIVERSITY AV			80			72			15	1	RPAD; Elm 12"	XPTW 6x12 & DG, SW 5x16, Rmv treegrate
135	3	150000470235	1269-J4	4204 46th ST			28								No RP tree not a factor	R&R SW 4x7
136	3	150000481375	1270-A4	4551-57 WINONA AV			360						60	4	RP 4 Palms 18"	R&R SW 5x28, 5x44
137	7	150000497412	1270-C4	4038 OLYMPIC ST			425	125	25						Private tree	R&R Sw 4x100, DW 20x5, CG 25
138	2	500000056412	1287-J1	4319 ORCHARD AV			75						15	1	RP; LiqAm 8"	R&R SW 5x15
139	2	150000465245	1288-A1	3863 DEL MAR AV			64						15	1	RP; Chi flame 8"	R&R SW 4x16
140	2	500000057354	1288-A3	802 GAGE DR			16	170					30	2	RP;2LiqAm 6", 14"	R&R SW 4x4, DW 10x17

ID#	CD	SN#	T. Bros.	ADDRESS / LOCATION	POUR DATE	Est Shv in'	Est SW sq'	Est DW sq'	Est CG lin'	Est Rpk sq'	Crb Rmp ea	Hst Stp ea	RB lin'	# Trees	TREE SURVEY INSTRUCTIONS	CONCRETE DESIGN INSTRUCTIONS
141	2	150000451127	1288-B1	3566-74 GARRISON ST			80	148					15	1	RP; Carotwd 19"	R&R SW 4x20, DW 9x11, 7x7
142	2	150000254145	1288-B2	3051 CANON ST			40			20			30	2	RPAD; 2 Gold med 8", 8"	Xpnd wells, SW 4x10, Rpk 20sf, Shv (2loc) 6in-ft
143	2	150000476075	1289-B4	10TH AV- W/s 50" N/o JST			150						15	1	RP only Jac 14"	R&R 30x5
144	8	150000507160	1289-C3	624-32 21ST ST			350	126	40				15	1	RP Jac 16" plnt Bauvp	R&R SW 5x30, 5x40, DW 14x9, CG 40'
145	8	150000507162	1289-C3	630 22ND ST			120						15	1	RP Jac 16"	R&R SW 24x5
146	8	150000507151	1289-C4	2118-50 IMPERIAL AV			350						60	4	RP;4Chi Pistache 6", 8", 6", 10"	R&R SW 5x20, 5x15, 5x15, 5x 20
147	8	150000507147	1289-C4	2140 K ST corner lot on 22nd		5	80						15	1	RP;@trees	R&R SW 5x16, Shv(1loc) 5in-ft
148	8	150000507142	1289-C4	434 22nd ST			87		20	20			15	1	RPAD; Carotwd 15"	SWredu to 4.5"@tree (5)x15, CG 20', WW 4x3, Rpk 4x5
149	8	150000507159	1289-C4	115 22ND ST			115						30	2	RP 2 Jac 10", 11"	R&R Sw 23x5
150	8	150000504899	1289-D3	2553 G ST			85	72					15	1	Rmv Pky tree; Plnt Rhus	R&R SW 5x17, DW 12x6
151	8	150000504898	1289-D3	2743 MARKET ST			100			100			15	1	RPAD; Carotwd 13"	R&R SW 5x20, Rpk Twell 5x20 & DG
152	8	150000504897	1289-D3	2755 MARKET ST			90						15	1	RP; Carotwd 14"	R&R SW 5x18
153	8	150000504863	1289-D3	A/F 801 27th ST			330		59		1		15	1	RP; Carob 30"	R&R SW 5x66, CG 59, RmpD
154	8	150000504890	1289-D4	2447 K ST			143						15	1	RP; Hkorchid 12"	R&R SW 5.5x26
155	8	150000504876	1289-D4	2470 IMPERIAL AV			75			40			15	1	RPAD; Bpbar 13"	XPTWto5x8 SW 5x15
156	3	500000056735	1289-E1	1933 DALE ST		6									No RP Palm	Shv SW (1loc) 6in-ft
157	3	150000470233	1289-E2	1403 FERN ST			238				1		30	2	RP; 2Tipu 9"	R&R SW 5.5x40, WW 3x6, Rmp
158	3	150000466095	1289-E2	3121 BEECH ST		3							15	1	RP; Euk 24"	Shv(1loc) 3in-ft
159	8	150000504900	1289-E3	2879 E ST			200	30			1		36	4	RP; 4 Tipu 8"	R&R SW 5x40, DW 5x6, Rmp C
160	8	150000504902	1289-E4	2812 K St			180						15	1	RPAD; Carotwd14"	Swredu to 4' @tree(5)x36

ID#	CD	SN#	T. Bros.	ADDRESS / LOCATION	POUR DATE	Est Shv in'	Est SW sq'	Est DW sq'	Est CG lin'	Est Rpk sq'	Crb Rmp ea	Hst Stp ea	RB lin'	# Trees	TREE SURVEY INSTRUCTIONS	CONCRETE DESIGN INSTRUCTIONS
161	8	150000504849	1289-E4	2917 WEBSTER AV			75						15	1	Rmv Ficus 14"; Plnt Rhus	R&R SW 5x15
162	8	150000411599	1289-E4	2919 CLAY ST				120					15	1	Plnt Rhus	R&R DW 12x10
163	8	150000500718	1289-F5	706 GREGORY ST on MARTIN AV			294						30	2	RP;Ash 22", Euk 20"	R&R SW 4x72, WW 3x2
164	4	150000502015	1289-G3	640 40th ST		5									Rmv Cartowd stump 12"	Shv(1loc) 5in-ft
165	4	150000446573	1289-J2	1344 47th ST		9	25						15	1	RP; Euk	R&R SW 5x5, Shv (2loc) 9in-ft
166	4	150000441942	1290-A2	4869 DATE ST on 49th side		5									NO RP; private qpalm	Shv SW (2loc) 5in-ft
167	4	150000470933	1290-B3	1024 HANOVER ST			75						30	1	RP; C Pepper 27" property side	R&R SW 15x5
168	4	150000502380	1290-E6	6880 BENJAMIN HOLT RD - acr from		5									No Rp Priv tree	Shv Sw 5in'
169	4	150000484247	1290-F5	156 SUMATRA LN			40									R&R Sw 4x10
170	4	150000502328	1290-F7	A/F 6890 QUEBEC CT		6	132						15	1	RPAD;Mela 35"	Swredu to 3.5@tree (4)x33
171	4	150000502337	1290-G5	201 LEDGEWOOD LN			192						15	1	RP; Tipu 16"	R&R SW 4x48
172	4	150000502334	1290-G5	342 LEDGEWOOD LN			72									R&R SW 4x18
173	4	150000502333	1290-G5	373 LEDGEWOOD LN			92						15	1	RP; Brisb box 14"	R&R SW 4x23
174	4	150000496842	1290-G5	424 BRIARWOOD RD									15	1	RP; Brisb box 14"	PO to remove pky brick
175	4	150000502349	1290-G6	520 PALMWOOD DR			64						15	1	RPAD; Bpepper 22"	Swtran 12" @tree 4x16
176	4	150000502355	1290-G6	7316 NEBRASKA AV on MOUNTCLIFF SIDE			52						15	1	RP; Ficus 48"	R&R SW 4x13
177	4	150000502363	1290-G7	PARADISE VALLEY RD -617' W/o ZEST ST			80						15	1	RP bushes	R&R 5x16 raise Pac Bell Manhole in SW
178	4	150000502368	1290-G7	7069 GUNZAN ST- acr From			208		35				30	2	RP 2 Mela 48", 30"	R&R SW 4x52, CG 35"
179	4	150000502340	1290-H5	7713 PRAIRIE MOUND WY			88	60					15	1	Plnt Rhus	R&R SW 4x22, DW 4x15
180	4	150000502359	1290-H7	7418-10 WESTBROOK AV			90						15	1	RP Mulb 15"	R&R SW 4x16, 2x13

ID#	CD	SN#	T. Bros.	ADDRESS / LOCATION	POUR DATE	Est Shv in'	Est SW sq'	Est DW sq'	Est CG lin'	Est Rpk sq'	Crb Rmp ea	Hst Stp ea	RB lin'	# Trees	TREE SURVEY INSTRUCTIONS	CONCRETE DESIGN INSTRUCTIONS
181	4	150000502331	1310-E1	6215 VIEWPOINT DR			165			6			15	1	Rmv Bottlebru; Plnt 1 Lager, Rmv rmv stump	R&R SW 5x33, Rpk 1x3, 1x3
182	8	150000507156	1330-C7	2895 MADDEN CT		2										Shv Sw 2in'
183	8	150000504877	1589-D4	2454 IMPERIAL AV			110			40			30	2		XP2TW 4x10 & DG, Rpk 4x5, 4x5 R&R SW 5x22
													2,756	188		

APPENDIX G

CalTrans Standard Specifications, May 2006

STANDARD SPECIFICATIONS

MAY 2006

SECTION 84: TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-1.02 CONTROL OF ALIGNMENT AND LAYOUT ADD the following:

Prior to eradication of existing striping and pavement markings, the contractor shall be responsible for developing and recording control points and shall prepare and submit, for the Engineer's approval, striping and pavement marking plans with sufficient detail to re-establish the existing traffic striping and pavement markings. The contractor shall provide striping and pavement marking plans to the Resident Engineer a minimum of two weeks prior to the start of the AC overlay. The contractor shall be responsible for verifying the striping and pavement marking quantities.

84-1.03 TOLERANCES AND APPEARANCE ADD the following:

Striping of lane lines and centerlines shall conform to the California MUTCD for the lowest speed of the right-of-way regardless of the speed for the road segment being striped.

84-2.02 MATERIALS ADD the following:

All Pavement markings shall be installed with yellow or white preformed thermoplastic, extruded thermoplastic, or spray thermoplastic. Extrude thermoplastic shall be PTH02ALKYD or equivalent and subject to approval by the Engineer. Products used must be on the State of California, Department of Transportation (Caltrans) Prequalified and Tested Signing and Delineation Materials list. The stencils or preformed pavement markings shall conform to drawings A24 A-E of the Standard Plans of the State of California Department of Transportation, dated May 2006. Stencils shall be approved by the Engineer prior to use on the contract. Thermoplastic products must be installed in accordance with manufacturer's specifications.

For this contract, the glass beads shall conform to State Specification No. 8010-21C-22 (Type II).

84-2.04 APPLICATION ADD the following:

Existing thermoplastic markings, located within the limits of the area to receive AC overlay, shall be removed by wet sandblasting or other approved methods. Dry sandblasting may be used in selected areas only with the permission of the Resident Engineer and with approval of the air pollution control authority having jurisdiction over the area in which the work will be performed.

The Contractor shall install all required thermoplastic pavement markings, including limit lines, within five (5) calendar days after the day on which the AC overlay is applied on a road segment. Pavement markings shall be applied after a minimum of one coat of traffic striping has been applied to ensure proper placement.

84-2.06 PAYMENT ADD the following:

All work, materials, labor, costs, and time associated with removing and applying thermoplastic pavement markings shall be included in the lump sum bid item for "Replace Pavement Markings".

84-3.02 MATERIALS ADD the following:

For this contract, paint for traffic stripes shall be State of California Department of Transportation Specification PTWB-01 for Paint, Waterborne Traffic Line, White, Yellow, and Black. Samples of paint will be collected randomly in the field for testing by the Engineer. If the paint is found to contain lead or any lead compound, the Contractor shall, at its own expense, neatly and thoroughly remove any and all lead or lead compound bearing markings (both stripes and/or pavement markings) from the road surface. Any waste material generated as a result of the aforesaid removal operation shall be considered as Hazardous Material and shall be disposed of, at the Contractor's expense, in conformance to all applicable State and Federal laws. Certification of said disposal shall be provided to the Engineer.

In the event air pollution control requirements change, the Contractor shall use a lead-free paint product that conforms to the most current State Specifications that satisfy the requirements.

The State Specification No. for glass beads is amended to read “8010-21C-22 (Type II)”.

84-3.05 APPLICATION ADD the following:

The first coat of paint for traffic striping shall be applied within five calendar days after the day on which the street is overlaid. The second coat of paint for traffic striping may be applied the same day as the first coat, if the first coat of paint is dry. If the first coat of paint is not dry, the second coat of paint shall be applied no later than five calendar days after the day on which the street is overlaid.

In the event traffic striping or pavement marking is not applied within the time restraints specified in this contract, the City may suspend or cease resurfacing operations until such time all required traffic striping and pavement marking has been properly applied, to the satisfaction of the Engineer. All traffic striping shall be completed prior to the installation of raised pavement markers.

The Contractor shall be responsible for maintaining safe traffic operation through the work area.

84-3.07 Payment ADD the following:

All work, materials, labor, costs, and time associated with replacing traffic striping shall be included in the lump sum bid item for “Replace Traffic Striping”.

SECTION 85: PAVEMENT MARKERS

85-1.01 Description ADD the following:

All references herein to the term “reflective” pavement markers shall refer to the term “retroreflective” pavement markers as the term is used in the Standard Specifications. For the purposes of this project, the two terms are considered interchangeable.

The Resident Engineer shall not be precluded from sampling and testing products appearing on the State of California, Department of Transportation Pre-qualified Products Lists (PQL), including products on the Prequalified and Tested Signing and Delineation Materials list. For each type of product supplied from the

PQL, the manufacturer shall furnish, to the Resident Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-1.07, “Certificates of Compliance”, of the CalTrans Standard Specifications.

Products not included in the PQL may be used in the work provided the products conform to the requirement of the CalTrans Standard Specifications and Special Provisions.

Materials and products may be added to the PQL if the manufacturer submits an inquiry to the New Product Coordinator at the Transportation Laboratory, Department of Transportation. Approval of materials or products will depend upon compliance with the California Department of Transportation New Product Evaluation Guidelines dated June 2008.

85-1.02 TYPE OF MARKERS ADD the following to list of Types:

TYPE I – Two-Way Blue Retroreflective Markers

ADD: TEMPORARY MARKERS

Temporary pavement markers shall be Bunzl Extrusion Model T.O.M., or an approved equal. Reflective temporary pavement markers shall be two-way amber or one-way white to match existing delineation of the traffic stripe and pavement marking. Non-reflective temporary pavement markers shall be one-way white.

85-1.05 RETROREFLECTIVE PAVEMENT MARKERS ADD the following:

Pavement marker height shall be 0.70” maximum. “Low profile” type markers will not be accepted.

85-1.55 ADHESIVES ADD the following:

Pressure sensitive adhesive pad types shall not be used.

85-1.06 PLACEMENT ADD the following:

The control lines for placing markers shall be the existing traffic stripes, a theoretical extension thereof, or as directed by the Engineer. With the exception of Two-Way Blue Retroreflective Markers located adjacent to all fire hydrants within the project limits, the Contractor will not be required to place pavement markers on roads that are not striped.

Prior to AC overlay, the Contractor shall remove all existing raised Pavement Markers within the project area.

Upon completion of the ac overlay, the Contractor shall install new Pavement Markers in accordance with California Department of Transportation Standard Plans A20 A-D and this Contract. The Contractor shall install Two-Way Blue Retroreflective markers at each fire hydrant, within the project limits, in accordance with the San Diego Regional Standard Drawing number M-19 or as directed by the Resident Engineer. These standards may require the installation of additional markers that were not pre-existing.

Markers shall not be placed in the following locations, unless otherwise directed by the Resident Engineer:

1. On raised medians.
2. Adjacent to raised medians, which are not supplemented by left-edge striping.
3. Adjacent to right-edge striping.

Placement of all required pavement markers shall be completed within 15 calendar days after the ac overlay on each road segment. In the event pavement markers are not applied within the time restraints specified in this contract, the City may suspend or cease sealing operations until such time all required pavement markers have been placed to the satisfaction of the Resident Engineer.

ADD: 85-1.06 PLACEMENT OF TEMPORARY MARKERS

Upon completion of the application of the ac overlay, the Contractor shall establish the alignment and installation of temporary pavement markers. The placement of the temporary markers shall be an accurate representation of the striping and markings that existed prior to the ac overlay.

The temporary pavement markers shall be in place prior to allowing vehicles to resume the use of the travel way.

Temporary pavement markers shall be used for traffic stripes (traffic lines), edge lanes as defined herein, on the striped edge of the lanes at gore areas that separate traffic at exit and entrance ramps, and on pavement markings.

Traffic stripes (traffic lines) are defined as longitudinal centerlines and lane lines which separate traffic lanes in the same or opposing direction of travel. Reflective temporary pavement markers shall be used on traffic stripes. Non-reflective temporary pavement markers shall be used on longitudinal edge lines that mark the edge of the traveled way.

Pavement markings are defined as transverse markings which include, but are not limited to, word and symbol markings, limit lines (stop lines), crosswalk lines, shoulder markings, parking stall markings, railroad crossing markings, speed bump and lump markings, and bike lane symbols.

The markers shall be installed in accordance with the manufacturer's installation procedure instructions.

Temporary pavement markers shall be maintained in place and clearly visible from both directions of traffic, until final traffic striping and pavement marking has been completed on each road segment. Upon completion of striping and marking of each road segment, any remaining temporary markers, located outside of a painted area or pavement marking, shall be removed by the Contractor without damage to the ac overlay.

Nothing in these specifications shall be construed as reducing the minimum standards specified in Part 6, "Temporary Traffic Control" of the "California Manual on Uniform Traffic Control Devices for Streets and Highways" 2006 Edition, or as relieving the Contractor of responsibility as provided in Section 7-1.09, "Public Safety", of the CalTrans Standard Specifications.

85-1.09 PAYMENT ADD the following:

All work, materials, labor, costs, and time associated with removal and replacement of pavement markers shall be included in the lump sum bid item for “Replace Raised Pavement Markers”.

All work, materials, labor, costs, and time associated with installation and removal of temporary pavement markers shall be included in unit bid item for “RAC Overlay”, if no specific bid item is provided in the bid schedule.

APPENDIX H

Hazardous Label/Forms

SAMPLE HAZARDOUS WASTE LABEL

HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME _____

ADDRESS _____ 24 HR. PHONE () _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ MANIFEST DOCUMENT NO. _____

EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / /

CONTENTS, COMPOSITION _____

PROPER DOT SHIPPING NAME _____

TECHNICAL NAME (S) _____

UN/NA NO. WITH PREFIX _____

PHYSICAL STATE HAZARDOUS PROPERTIES FLAMMABLE TOXIC
 SOLID LIQUID CORROSIVE REACTIVE OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -	
B	INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)		CAS Number
D	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
D	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED
D	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE	DURATION OF RELEASE — DAYS — HOURS — MINUTES
E	ACTIONS TAKEN		
F	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)		
	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____		
	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____		
	<input type="checkbox"/> NOTKNOWN (explain) _____		
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.		
	REPORTING FACILITY REPRESENTATIVE (print or type) _____		
	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____		DATE: _____

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

**State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

City of San Diego

CONTRACTOR'S NAME: Cap Construction
ADDRESS: P.O. Box 8726 Chula Vista, CA 91912
TELEPHONE NO. 619 691 8572 FAX NO. 619 207-0875
CITY CONTACT: CLAUDIA ABARCA, Contract Specialist; Email: cabarca@sandiego.gov
Phone: 619-533-3439, Fax: 619-533-3633
W.Gefrom/KA/egz

CONTRACT DOCUMENTS



FOR

SIDEWALK REPLACEMENT GROUP 1 – FY13 (TREE RELATED)

VOLUME 2 OF 2

BID NO.:	<u>L-13-5851-DBB-2</u>
SAP NO. (WBS/IO/CC):	<u>B-13036</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>CITYWIDE</u>
PROJECT TYPE:	<u>ID</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 BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY
REFER TO VOLUME 1 COVER PAGE 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.

1. Bid/Proposal.....	3-5
2. Bid Bond	6
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	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 "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted Cap Construction
- (2) Signature (Given and surname) of proprietor Patric C. Elly
- (3) Place of Business (Street & Number) 212 Cedar Ave
- (4) City and State Chula Vista, CA Zip Code 91910
- (5) Telephone No. 619 691 8572 Facsimile No. 619 207 0875

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 _____

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

(Signature)

(Printed Name)

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A, C-8

LICENSE NO. 960827 EXPIRES 5/31/2013

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): XXXXXXXXXX

E-Mail Address: Pattielaide@cox.net

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.

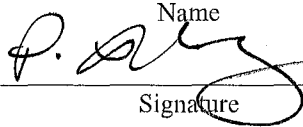


The undersigned certifies that within the past ten years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: Cap Construction

Certified By Patricia Thornburg Title Owner

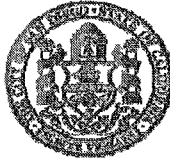
Name

 Signature

Date 2/4/13

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: <u>Cap Construction</u>	Contact Name: <u>Patricia Thomburg</u>
Company Address: <u>P.O. Box 8726</u>	Contact Phone: <u>619 691 8572</u>
<u>Chula Vista, CA 91912</u>	Contact Email: <u>PatHela@cox.net</u>

CONTRACT INFORMATION

Contract Title: <u>Sidewalk Replacement Group (Tree Related)</u>	Start Date: <u>TBD</u>
Contract Number (if no number, state location): <u>L-13-5851-DBB-2</u>	End Date: <u>TBD</u>

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

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.

Patricia Thomburg
Name/Title of Signatory

[Signature]
Signature

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 **Sidewalk Replacement Group 1 – FY13 (Tree Related)**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1.	1	LS	237310	2-4.1	Bonds (Payment and Performance)	XXXXXX	\$5000-
2.	1	LS	237310	7-10.2.7	Traffic Control	XXXXXX	\$14,000
3.	1	AL	237310	9-3.5	Field Orders - Type II Allowance	XXXXXX	\$11,255.00
4.	2,500	SF	237310	300-1.4	Miscellaneous Hardscape, Remove & Replace with Topsoil	\$ 4-	\$10,000
5.	8	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$ 45	\$360-
6.	875	LF	237310	303-5.9	Type 'G' Curb & Gutter, Remove & Replace	\$ 19-	\$16,625
7.	4,225	SF	237310	303-5.9	Residential Concrete Driveway, Remove & Replace	\$ 7-	\$29,575
8.	19,925	SF	237310	303-5.9	Existing Sidewalk, Remove and Replace	\$ 4-	\$79,700
9.	510	LF	237310	303-5.9	Concrete Shaving	\$ 11-	\$5610
10.	7	EA	237310	303-5.10.2	Curb Ramp Type C1 or C2 w/Composite Truncated Domes	\$ 2200	\$15,400
11.	5	EA	237310	303-5.10.2	Curb Ramp Type A or B w/Composite Truncated Domes	\$ 2000	\$10,000
12.	2	EA	237310	303-5.10.2	Curb Ramp Type D w/Composite Truncated Domes	\$ 3000	\$6000
13.	30	CY	237310	303-7.5	Colored Concrete	\$ 120	\$3600
14.	12	EA	237310	308-8	Remove & Dispose (Small Tree; less than 24" dia)	\$ 160	\$1920
15.	3	EA	237310	308-8	Remove & Dispose (Large Tree; greater than 24" dia)	\$ 400	\$1200
16.	20	EA	561730	308-8	Tree Planting	\$ 150	\$3000
17.	188	EA	561730	308-8	Tree Trimming	\$ 60	\$11,280
18.	150	EA	561730	308-8	Root Pruning & Root Barrier	\$ 125	\$18,750
19.	1	LS	541330	801-9.4	Water Pollution Control Program Development	XXXXXX	\$600-
20.	1	LS	237990	801-9.4	Water Pollution Control Program Implementation	XXXXXX	\$1500
ESTIMATED TOTAL BASE BID:							\$ 245,375-

BIDDING DOCUMENTS

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

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

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

Patricia Thornburg

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: Patricia Thornburg

Title: Owner

Business Address: 212 Cedar Ave Chula Vista, CA 91912

Place of Business: 212 Cedar Ave Chula Vista, CA 91912

Place of Residence: 212 Cedar Ave Chula Vista, CA 91912

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: <u>Calif. Tree Service</u> Address: <u>P.O. Box 2019</u> City: <u>San Marcos</u> State: <u>CA</u> Zip: <u>92079</u> Phone: <u>760-510-8100</u>	Contractor	Tree Related	16,905	SLBE 11CT0317	City of San Diego	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

ⓐ 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 | | |

ⓑ 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).

Handwritten signature/initials

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

- ⓐ 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 | | |
- ⓑ 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).