

City of San Diego

ORIGINAL

CONTRACTOR'S NAME: Crest Equipment, Inc.
ADDRESS: 161 Scottford Dr., El Cajon, CA 92021
TELEPHONE NO.: 619-444-5061 FAX NO.: 619-447-6540
CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633
A.Sleiman / B.Doringo / ls

CONTRACT DOCUMENTS

FOR



34TH ST. & 35TH ST. AT MADISON AVE. IMPROVEMENTS

VOLUME 1 OF 2

BID NO.: K-15-1232-DBB-3
SAP NO. (WBS/IO/CC): S-00922
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 3
PROJECT TYPE: ID

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2)).
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP.

BID DUE DATE:

**2:00 PM
APRIL 7, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14TH FLOOR, MS 614C
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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



For City Engineer

1/12/15

Date

Seal

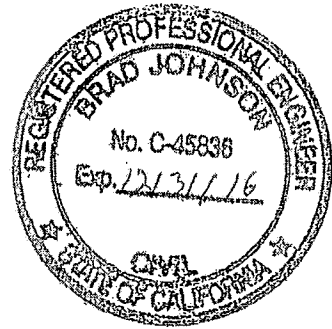


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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work on **34TH ST. & 35TH ST. AT MADISON AVE. IMPROVEMENTS** (Project).
2. **SUMMARY 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 in ATTACHMENT A.
3. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
4. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 4.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

| | |
|----------------------------------|--------------|
| 1. SLBE participation | 10.7% |
| 2. ELBE participation | 22.7% |
| 3. Total mandatory participation | 33.4% |
 - 3.1. The Bidders are strongly encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <http://www.sandiego.gov/eoc/>
 - 3.2. The Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions:
 - 3.2.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
 - 3.2.2. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good

faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

- 3.3. For additional Equal Opportunity Contracting Program requirements, see Attachment C.

5. **PRE-BID MEETING:**

5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracts, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101 at **10:00 A.M.**, on **MARCH 18, 2015**.

5.2. All potential bidders are encouraged to attend.

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

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

6.1. **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>

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

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

8. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

8.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the

California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

- 8.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- 8.1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
- 8.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- 8.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

 - 8.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 8.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

- 8.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 8.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”
- 8.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.
- 8.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
- 8.9.1.** A Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

9. INSURANCE REQUIREMENTS:

- 9.1. 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.
- 9.2. 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.

10. PREQUALIFICATION OF CONTRACTORS:

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

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

- 10.2. 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 Contracts, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

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

| Title | Edition | Document Number |
|--|---|-----------------|
| Standard Specifications for Public Works Construction ("The GREENBOOK") | 2012 | PITS070112-01 |
| City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* | 2012 | PITS070112-02 |
| City of San Diego Standard Drawings* | 2012 | PITS070112-03 |
| Caltrans Standard Specifications | 2010 | PITS070112-04 |
| Caltrans Standard Plans | 2010 | PITS070112-05 |
| California MUTCD | 2012 | PITS070112-06 |
| City Standard Drawings - Updates Approved For Use (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/publicworks/edocref/index.shtml | |

12. **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.
13. **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.
14. **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.
15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
16. **AWARD PROCESS:**
 - 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
 - 16.2. 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.
 - 16.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
18. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
19. **SUBMISSION OF QUESTIONS:**
 - 19.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: [Contract Specialist listed on the front cover hereof]

OR:

Email address of the Contract Specialist listed on the front cover hereof.

- 19.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
 - 19.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
 - 19.4. 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.
20. **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.
21. **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.
22. **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.
- 22.1. 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.
 - 22.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
 - 22.3. 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.

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

23. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):

23.1. 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.

23.2. 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.

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

24. AWARD OF CONTRACT OR REJECTION OF BIDS:

24.1. This contract may be awarded to the lowest responsible and reliable Bidder.

24.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.

24.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.

24.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

24.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracts 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."

- 24.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 24.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 24.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

25. BID RESULTS:

- 25.1. The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.
- 25.2. 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.

26. THE CONTRACT:

- 26.1. 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.
- 26.2. 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.
- 26.3. 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.

- 26.4. 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.
- 26.5. 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.
27. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
28. **CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 28.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 28.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 28.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 28.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 28.5. 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.
- 28.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 28.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

29. PRE-AWARD ACTIVITIES:

- 29.1.** 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**.
- 29.2.** 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.

30. REQUIRED DOCUMENT SCHEDULE:

- 30.1.** 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.
- 30.2.** 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 | ALL BIDDERS | SLBE Good Faith Efforts Documentation |

| ITEM | WHEN DUE | FROM | DOCUMENT TO BE SUBMITTED |
|------|---|---------------------|--|
| 9. | WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL BIDDERS | Form AA60 – List of Work Made Available |
| 10. | WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL BIDDERS | Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs. |
| 11. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Names of the principal individual owners of the Apparent Low Bidder |
| 12. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License |
| 13. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Form BB05 - Work Force Report |
| 14. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contract Forms - Agreement |
| 15. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contract Forms - Payment and Performance Bond |
| 16. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Certificates of Insurance and Endorsements |
| 17. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contractor Certification - Drug-Free Workplace |
| 18. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contractor Certification - American with Disabilities Act |
| 19. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contractors Standards - Pledge of Compliance |

**CONTRACT FORMS
AGREEMENT**

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Crest Equipment, Inc., herein called "Contractor" for construction of 34TH St. & 35TH St. at Madison Ave. Improvements; Bid No. K-15-1232-DBB-3, in the amount of Five Hundred Twenty-Three Thousand Four Hundred Eighty Seven Dollars and 43/100 (\$ 523,487.94), which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled 34TH St. & 35TH St. at Madison Ave. Improvements, on file in the office of the Public Works Department as Document No. S-00922 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 34TH St. & 35TH St. at Madison Ave. Improvements; Bid No. K-15-1232-DBB-3, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.


CONTRACT FORMS (continued)

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 22.3107 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Jan I. Goldsmith, City Attorney
By 

Print Name: Stephan Samara,
Principal Contract Specialist (Acting)

Print Name: Jeremy Jung
Deputy City Attorney

Date: 6-15-15

Date: 6-16-15

CONTRACTOR

By 

Print Name: Wendi Belio

Title: Pres.

Date: 4-30-15

City of San Diego License No.: B2003025367

State Contractor's License No.: 892791

CONTRACT FORMS
ATTACHMENTS

CONTRACT FORMS ATTACHMENTS
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Crest Equipment, Inc., a corporation, as principal, and State National Insurance Company, Inc. administered by: **, 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 Five Hundred Twenty-Three Thousand Four Hundred Eighty Seven Dollars and 94/100 (\$ 523,487.94), for the faithful performance of the annexed contract, and in the sum of Five Hundred Twenty-Three Thousand Four Hundred Eighty Seven Dollars and 94/100 (\$ 523,487.94), for the benefit of laborers and materialmen designated below.

**Contractor Managing General Insurance Agency, Inc.
20335 Ventura Blvd., Ste. 426, Woodland Hills, CA 91364

Conditions:

If the Principal shall faithfully perform the annexed contract **34TH St. & 35TH St. at Madison Ave. Improvements**; Bid No. **K-15-1232-DBB-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

CONTRACT FORMS ATTACHMENTS (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 May 5, 2015

Approved as to Form

Crest Equipment, Inc.

Principal

By Wend Belio

Wend Belio

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

State National Insurance Company, Inc. administered by:
Contractor Managing General Insurance Agency, Inc.

Surety

By 

Stephanie Hope Shear, Attorney-in-Fact

Approved:

By 

Stephen Samara, Principal Contract Specialist (Acting)

20335 Ventura Blvd., Ste. 426

Local Address of Surety

Woodland Hills, CA 91364

Local Address (City, State) of Surety

(866) 363-2642

Local Telephone No. of Surety

Premium \$ \$11,470.00

Bond No. CDGP102171

State National Insurance Company, Inc. Administered by:
CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.

POWER OF ATTORNEY

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, the following bond described as:

34th St. & 35th St. at Madison Ave. Improvements; K-15-1232-DBB-3

for: Three Million and 00/100 Dollars (\$3,000,000)

and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these present, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 24th day of March, 2014.

STATE NATIONAL INSURANCE COMPANY, INC.

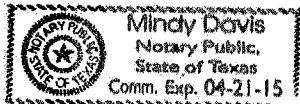
Terry L. Ledbetter, President

Trace Ledbetter, Secretary

STATE OF TEXAS
County of Tarrant

On this 24th day of March, 2014 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.



[Notary Stamp]

Signature of Notary

I, Trace Ledbetter, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attested the seal of said Company this 5th day of May, 2015

Trace Ledbetter, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)

On MAY 05 2015 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: 34TH St. & 35TH St. at Madison Ave. Improvements

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

Crest Equipment, Inc

(Name under which business is conducted)

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

Signed Wendy Belo

Printed Name Wendy Belo

Title Pres

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: 34TH St. & 35TH St. at Madison Ave. Improvements

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

Crest Equipment, Inc

(Name under which business is conducted)

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

Signed Wend Belio

Printed Name Wend Belio

Title Pres

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: 34TH St. & 35TH St. at Madison Ave. Improvements

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

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

Dated this 30 Day of April, 2015.

Signed Wendy Belio

Printed Name Wendy Belio

Title Pres

AFFIDAVIT OF DISPOSAL

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

34TH St. & 35TH St. at Madison Ave. Improvements
(Name of Project)

as particularly described in said contract and identified as Bid No. **K-15-1232-DBB-3**; SAP No. (WBS/IO/CC) **S-00922** 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

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for _____, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

Material Description:

| |
|-------------------------------------|
| Manufacturer: _____ |
| Model: _____ |
| Serial Number (if applicable) _____ |
| Quantity to be supplied: _____ |
| Remarks: _____ |

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

**City of San Diego
Public Works Department, Field Division**

NOTICE OF MATERIALS TO BE USED

To: _____ Date: _____, 20____
Resident Engineer

You are hereby notified that the materials required for use under Contract No. _____
for construction of _____
_____ in the City of San Diego, will be obtained from sources herein designated.

| CONTRACT ITEM NO. (Bid Item) | KIND OF MATERIAL (Category) | NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source) |
|---------------------------------|--------------------------------|--|
| | | |
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| | | |

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Yours truly,

Signature of Supplier

Address

Phone Number: _____

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The scope of work consist of the construction of sidewalks, curb and gutters, driveways, curb ramps, alley apron, cross gutter, bus pad, sidewalk under drain, fire hydrant, roadside signs, signage and striping.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **36165-1-D** through **36165-10-D**, inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$796,000.00**.
3. **LOCATION OF WORK:**

34th Street, 35th Street, Adams Avenue and Madison Avenue, San Diego, CA 92115
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **66 Working Days**.
5. **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.
 - 5.1. The City has determined the following licensing classification for this contract:
 - **CLASS A**

ATTACHMENT B
INTENTIONALLY LEFT BLANK

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its 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.

ATTACHMENT D
INTENTIONALLY LEFT BLANK

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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

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

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form.

The Product Submittal Form is available for download at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

ADD:

2-14.7

Working Hours Restrictions. This project is subject to time restrictions for work performed due to the close proximity of Adams Elementary and Saint Didacus Parish School. The specific dates and times for these restrictions are subject to change. The Contractor shall verify the most current date and time restrictions with the City Engineer prior to start of construction. The Contractor shall assume that work may not be performed within the vicinity of a school when the work hour restrictions are in effect. Work hour restrictions apply on any day that school is in session. Instructional calendars for both schools can be found in Appendix E. The following time restrictions apply to this project:

On streets adjacent to Saint Didacus Parish School;

1. Between 7:45 am and 8:10 am Monday through Friday
2. Between 2:30 pm and 3:00 pm Monday through Friday
3. Between 11:45 am and 12:15 pm on Minimum Days

On streets adjacent to Adams Elementary School;

1. Between 8:45 am and 9:10 am Monday through Friday
2. Between 3:20 pm and 3:50 pm Monday, Tuesday, Thursday, Friday
3. Between 12:35 pm and 1:05 pm on Wednesday

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6

Preapproved Materials. To the City Supplement, ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

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 the City's Product Submittal Form available at.

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

5. For Water projects where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Contractor shall plan and schedule work accordingly. No additional payment or working days will be granted for delays due to this moratorium.
6. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

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

7-3.5.1.3 Project General Aggregate Limit. The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

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

provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".

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

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

7-16 COMMUNITY LIAISON. To the City Supplement, DELETE in its entirety and SUSBTITUTE with the following:

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. The Contractor will perform the community outreach activities required throughout the Contract Time.
3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging

in all inquiries and complaints received into the City's Public Contact Log located on the City's SDSHare site:

<http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx>.

4. The Contractor shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:

- a) The contact information for the Contractor is made available on any outreach materials or;
- b) The Contractor will be the primary point of contact to resolve project related inquiries and complaints.

5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDSHare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDSHare site within 24 hours.

Copies of email communications shall be saved on to the City's SDSHare site as individually as an Outlook Message Format (*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

6. **When specified**, present your Exclusive Community Liaison to the Engineer, in writing, within 15 days of the award of the Contract.

7-16.2 Submittals.

1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.

- a. Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval.
- b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer.

2. The Contractor will use the City's SDSHare site to identify and summarize communications (via phone, in person, and email) with the public the within 24 hours of receipt, even if the Contractor's response to the individual is still

incomplete. The Contractor will upload to the City's SDSShare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.3 Public Notice by Contractor.

1. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets where Work is to be performed at least 5 days before starting the Work as directed by the Resident Engineer.
2. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.

7-16.4 Quality Assurance.

1. During the course of community outreach, the Contractor shall ensure the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.), on behalf of the Contractor:
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as an employee of the Contractor,
 - c. Have the interpersonal skills to effectively, professionally, and tactfully represent the project, Contractor, and City to the public.

7-16.5 Communications with the Public.

1. The Contractor shall provide updates on construction impacts to the Resident Engineer. The Contractor shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
2. The Contractor shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
3. At the request of the Resident Engineer, the Contractor shall attend and participate in project briefings at community meetings.
4. The Contractor shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

7-16.6**Communications with Media.**

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
3. In the event media representatives arrive near or on the construction site(s), the Contractor shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.
4. The Contractor shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
5. If the City allows members of the media to access a construction site, the Contractor shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
6. The Contractor shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
7. The Contractor has a right to speak to members of the media about its company and its role on the project. All other questions shall be referred to the City.

7-16.7**Exclusive Community Liaison Services.**

If directed to conduct Exclusive Community Liaison Services, the Contractor shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be as follows:

1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
2. Notify businesses, institutions, property owners, and residents of the commencement of construction activities and utility service interruptions not less than 5 days in advance.
3. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
4. Prepare and present of materials in coordination with the Resident Engineer (the City's standards and guidelines for the communication materials are available for review by Bidders by sending a request to the Contract Specialist).

5. Respond to community questions and complaints related to Contractor activities.
6. Write, edit, update, or produce brochures, pamphlets and news releases.
7. Provide standard telephone inquiries and e-mail responses:
 - a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on the City's SDSShare site.
8. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
9. Attendance at pre-construction, community and stakeholders meetings.

7-16.7.1 Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) **as specified** within 15 days of the Award of the Contract.

7-16.8 Payment. The Payment for the community outreach and public notices is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services."

7-20 ELECTRONIC COMMUNICATION. ADD the following:

Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.1 General. ADD the following:

The Contractor shall furnish and install roadside signs at the locations shown on the plans or as directed by the City Engineer, in conformance to the provisions in Section 56-2 "Roadside Signs," of the State Standard Specifications.

The bid item for "New Road Signs and Posts" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in attaching the new sign on new post, including installing the signs panels and sign posts, complete in place, as shown on the contract plans, as required in the specifications and as directed by the Engineer.

The bid item for "Removal & Reinstall Signs on New Posts" shall include full compensation for furnishing all labor, materials, tools, equipment, removing and reinstalling sign on new post, including installing the sign panels, and incidentals for doing all work involved in complete in place, as shown on the contract plans, as required in the specifications, and as directed by the Engineer.

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."

ADD:

9-3.7

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

SECTION 203 – BITUMINOUS MATERIALS

203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, CORRECT section numbering as follows:

| OLD SECTION NUMBER | TITLE | NEW SECTION NUMBER |
|--------------------|---------------------------------------|--------------------|
| 203-15 | RUBBER POLYMER MODIFIED SLURRY (RPMS) | 203-16 |
| 203-15.1 | General | 203-16.1 |
| 203-15.2 | Materials | 203-16.2 |
| 203-15.3 | Composition and Grading | 203-16.3 |
| 203-15.4 | Mix Design | 203-16.4 |

ADD the following:

RPMS shall be used on this contract.

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. ADD the following:

- 4. Tree roots between the curb and the property line which are in conflict with the proposed improvements shall be removed to a depth of 4" below the level of the proposed improvements.
- 5. Prior to submittal of a Bid for the Work, the Contractor shall inspect the project site to verify the magnitude and cost of all Clearing and Grubbing required to complete the Work.

300-1.3.2 Requirements

- (a) **Bituminous Pavement.** ADD the following:

These bituminous pavement removals shall include removal of the asphalt surface material and underlying base or compacted native soil as shown on the plans to allow construction of the proposed improvements.

To the City Supplement, ADD the following:

- (e) **Saw Cutting.** Cutting shall be either a diamond sawcut or by a method that produces a similar result. The blade shall be of such size and configuration that the desired dimensions of the sawcut can be made with one pass. Either dry or wet cutting will be allowed.

Sawcut surfaces shall be thoroughly cleaned to remove any dirt, dust or deleterious matter adhering to the saw cut faces. Saw cut surfaces shall be dried prior to placing new material in contact with the sawcut face. All sawing slurry from the wet sawing process shall be blown or brushed off the pavement surface.

Residue resulting from saw cutting operations shall not be permitted to flow access shoulders or lanes occupied by public traffic and shall be removed from the pavement surface by vacuuming or other approved method before any residue flows off of the pavement surface. Residue from saw cutting operations shall be disposed of outside of the right of way in conformance with the specifications and local regulations.

- (f) **Excavation.** Clearing and grubbing of concrete and asphalt pavements, bus pad, curb and gutter, alley apron, cross gutter, sidewalk, curb ramps driveway, wall, bushes, trees shall include removal and disposal of such additional materials below the surface and necessary to allow construction of the new pavements, sidewalks, curb ramps, curb and gutter and cross gutters and called for on the plans.

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

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

To the City Supplement, ADD the following:

7. The lump sum price for Clearing and Grubbing shall include full compensation for the sawcutting, removal, protection, and disposal of any and all PCC Pavement, AC Pavement, Base Material, soil, driveway, sidewalk, curb ramp, curb & gutter, cross gutter, protection post, landscaping, irrigation, and any other materials and objects that are in conflict with the installation of the work as shown on the Plans.

301-1.7 Payment. ADD the following:

Payment for "Adjust Existing Utilities to Grade" shall include sewer manholes, pull boxes, Gas valves, traffic signal pull boxes, tree grate and frame, water valves, meters, fire hydrant, survey monuments, and all other utility manholes, hand holes or covers.

SECTION 302 – ROADWAY SURFACING

302-5.5 Distribution and Spreading. ADD the following:

AC Pavement shall be placed a minimum of 4 hours prior to the arrival of school busses for all locations where school busses load and unload to allow for adequate curing time for the AC pavement. Contractor is responsible to contract Sergio Navarez, San Diego Unified School District, Transportation Department Safety and Training coordinator at 858-496-8729 or snevarez@sandi.net for coordination with school busses a minimum of one week prior to placement.

302-6.8 Measurement and Payment. ADD the following:

The Cubic Yard price for "Concrete Bus Stop Pad" shall include, but not be limited to, minor grading subgrade preparation, saw-cutting, form work, placement and curing of concrete, all labor, material, equipment and incidentals as required to construct the concrete pad in accordance with the Plans and Specifications.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

ADD:

308-4.2.1 Existing Tree, Shrub and Ground Cover Protection. The work is to be performed in areas of existing planting and irrigation. The Contractor shall take precautions to minimize the disturbance to adjacent planted areas and is required to replace in kind any irrigation or planting disturbed by the work. Identify and protect from damage all individual plants and areas of planting to remain by appropriate means. The Contractor shall provide equivalent size replacement plants in the event that the death or decline of existing plants to remain is attributable to the Contractors negligence or lack of protection as determined by the Resident Engineer.

ADD:

308-4.2.2 Excavation Adjacent to Existing Tree, Shrubs, and Ground Cover to Remain. Where it is necessary to excavate in close proximity to existing trees and shrubs, all possible caution shall be exercised to avoid injury to roots and trunks. In the event it is necessary to cut the roots of an existing tree, the tree shall be pruned prior to excavation to reduce the foliage volume by the same percentage as the approximate percentage of roots removed. Pruning of trees on private property shall not be done without written permission of the property owner.

Excavation within the drip line of the tree shall be done by hand, tunneling under roots 1" in diameter and larger, and shall be done only on the approval of the

Resident Engineer. The exposed roots of trees shall be covered and shaded by moist burlap or canvas until the trench is backfilled.

ADD:

308-4.2.3

Remove Existing Trees. Trees noted to be removed and not transplanted shall be removed completely including the root crown and roots over 2" in diameter where practicable. Stump shall be removed by grinding or other mechanical method to a depth of 3' below proposed finish grade. The contractor shall verify the specific trees to be removed with the Resident Engineer prior to removal. Caution shall be exercised to avoid damage to adjacent property and barricades shall be erected to protect pedestrians. Trees outside the limit of work shall not be removed or otherwise damaged.

308-7

GUARANTEE. To the City Supplement, DELETE in its entirety.

308-7

PAYMENT. ADD the following:

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

- Root Pruning (EA)
- Root Barrier (EA)

The Unit Price for Tree Stump Removal and Disposal shall include all items of work associated with Tree Removal and Disposal complete in place shall be paid at the corresponding contract unit price.

All work related to tree trimming and disposal shall be included in the various bid items

308-8

PAYMENT. To the City Supplement, DELETE in its entirety.

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

314-4.3.7

Payment. DELETE in its entirety and SUBSTITUTE the following:

314-4.3.7

Payment.

The contract lump sum price for Furnish and Install Painting, Striping, Removal Conflicting Striping and Pavement Markings, and Paint Curbs Stencil Letter on Curbs shall be considered as full compensation for furnish all labor, materials, tools, equipment, incidentals, and for all work involved in placement and of removal of conflicting striping, painted lines, markings, pavement markers and signage, including but not limited to recording the limits of each type of pavement marker and all control points necessary to re-establish the striping and pavement markings to match the existing striping and pavement markings, in their original locations or as shown on the plans and no additional compensation will be made.

314-4.4.6 Payment. DELETE the entirety and SUBSTITUTE the following:

314-4.4.6 Payment.

The lump sum price bid for Furnish and Install Thermoplastic Traffic Striping and Pavement Markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for all work involved in painting traffic stripes, pavement markings, reflectors, raised reflective pavement markings including curb markings, curb painting, thermoplastic arrows, thermoplastic cross walks, arrows and the removal of all existing stripes and markings in conflict with the proposed striping plan, if needed, or otherwise called out for removal and temporary striping, complete in place in accordance with the plans, the standard Specifications and these special provisions, and as directed by the Resident Engineer. The Contractor will be responsible for all markings and delineation until such time as street(s) are accepted by the City of San Diego.

SECTION 705 – WATER DISCHARGES

705-2.6.1 General. Paragraph (3), CORRECT reference to Section 803 to read “Section 703.”

705-2.6.3 Community Health and Safety Plan. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

705-2.6.3 Community Health and Safety Plan. See 703-2, “Community Health and Safety Plan.”

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Notice of Exemption for Madison St., Adams Ave., 34th St. , & 35th St. Sidewalk Improvements, WBS No. S-00922, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix A.

Compliance with the City’s environmental document is included in the various Bid items, unless a bid item has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

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

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

PROJECT NO.: WBS NO. S-00922 PROJECT TITLE: MADISON ST., ADAMS AVE., 34TH ST., & 35TH ST. SIDEWALK IMPROVEMENTS

PROJECT LOCATION-SPECIFIC: The project is located within the City right-of-way in portions of 34th St., 35th St., Adams Ave. & Madison St., in the Normal Heights Community Planning Area.

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

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: The project proposes curb, gutter, sidewalk, grinding, and street reconstruction within existing City right-of-way, including street resurfacing and the removal of groundcover (no trees to be removed). In areas needing reconstruction, existing pavement and sidewalk will be removed, and new curb / gutter / sidewalk, concrete parkway, driveway aprons, alley aprons, tree grates, and landscaped parkways will be installed.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego Engineering & Capital Projects Department
Nestle Panganiban, Project Engineer
600 B Street, MS 908A
San Diego, CA, 92101

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
() DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
() EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
(X) CATEGORICAL EXEMPTION: 15301 (EXISTING FACILITIES)
() STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an Initial Study which the project meets the criteria set forth in CEQA Section 15301 which allows for the repair and maintenance of existing streets, sidewalks, and gutters including existing public infrastructures in the public right of way, and where the exceptions listed in CEQA Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: Jean Cameron

TELEPHONE: (619) 446-5379

IF FILED BY APPLICANT:

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

Jean Cameron, SENIOR PLANNER

2/16/11
(DATE)

CHECK ONE:

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

DATE RECEIVED FOR FILING AT OPR:

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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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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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)

| | |
|--------|------|
| NS REQ | FAC# |
| DATE | BY |

METER SHOP (619) 527-7449

Meter Information

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

| | | |
|--|------|------------------------------|
| Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip: | T.B. | G.B. (CITY USE) |
| 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: | Phone: () |
| *Business license# | | *Contractor license# | |
| A Copy of the Contractor's license OR Business License is required at the time of meter issuance. | | | |
| Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE) | | | Phone: () |
| Site Contact Name and Title: | | | Phone: () |
| Responsible Party Name: | | | Title: |
| Cal ID# | | | Phone: () |
| Signature: | | Date: | |
| Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter | | | |

Fire Hydrant Meter Removal Request

Requested Removal Date:

Provide Current Meter Location if Different from Above:

| | | |
|------------|------------|-------|
| Signature: | Title: | Date: |
| Phone: () | Pager: () | |

| City Meter | Private Meter | |
|------------------|---------------------------|---------------------------|
| Contract Acct #: | Deposit Amount: \$ 936.00 | Fees Amount: \$ 62.00 |
| Meter Serial # | Meter Size: 05 | Meter Make and Style: 6-7 |
| Backflow # | Backflow Size: | Backflow Make and Style: |
| Name: | Signature: | Date: |

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party
Company Name and Address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D
SAMPLE CITY INVOICE

| City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123 | | | | | | Contractor's Name: | | | | | |
|---|----------------------------------|------------------------|----------|--------------|---------------|---|--------|---------------|-----------------|----------------|--------|
| Project Name: | | | | | | Contractor's Address: | | | | | |
| SAP No. (WBS/IO/CC): | | | | | | | | | | | |
| City Purchase Order No. : | | | | | | Contractor's Phone #: | | | Invoice No. | | |
| Resident Engineer (RE): | | | | | | Contractor's Fax #: | | | Invoice Date: | | |
| RE Phone#: | | RE Fax#: | | | | Contact Name: | | | Billing Period: | | |
| Item # | Item Description | Contract Authorization | | | | Previous Estimate | | This Estimate | | Totals to Date | |
| | | Unit | Qty | Price | Extension | %/QTY | Amount | %/ QTY | Amount | %/ QTY | Amount |
| 1 | 2 Parallel 4" PVC C900 | LF | 1,380 | \$34.00 | \$46,920.00 | | | | | | |
| 2 | 48" Primary Steel Casing | LF | 500 | \$1,000.00 | \$500,000.00 | | | | | | |
| 3 | 2 Parallel 12" Secondary Steel | LF | 1,120 | \$53.00 | \$59,360.00 | | | | | | |
| 4 | Construction and Rehab of PS 49 | LS | 1 | \$150,000.00 | \$150,000.00 | | | | | | |
| 5 | Demo | LS | 1 | \$14,000.00 | \$14,000.00 | | | | | | |
| 6 | Install 6' High Chain Link Fence | LS | 1 | \$5,600.00 | \$5,600.00 | | | | | | |
| 7 | General Site Restoration | LS | 1 | \$3,700.00 | \$3,700.00 | | | | | | |
| 8 | 10" Gravity Sewer | LF | 10 | \$292.00 | \$2,920.00 | | | | | | |
| 9 | 4" Blow Off Valves | EA | 2 | \$9,800.00 | \$19,600.00 | | | | | | |
| 10 | Bonds | LS | 1 | \$16,000.00 | \$16,000.00 | | | | | | |
| 11 | Field Orders | AL | 1 | 80,000 | \$80,000.00 | | | | | | |
| 11.1 | Field Order 1 | LS | 5,500 | \$1.00 | \$5,500.00 | | | | | | |
| 11.2 | Field Order 2 | LS | 7,500 | \$1.00 | \$7,500.00 | | | | | | |
| 11.3 | Field Order 3 | LS | 10,000 | \$1.00 | \$10,000.00 | | | | | | |
| 11.4 | Field Order 4 | LS | 6,500 | \$1.00 | \$6,500.00 | | | | | | |
| 12 | Certified Payroll | LS | 1 | \$1,400.00 | \$1,400.00 | | | | | | |
| 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-Increase 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
SCHOOL INSTRUCTIONAL CALENDARS

SAN DIEGO UNIFIED SCHOOL DISTRICT
2014-2015 TRADITIONAL INSTRUCTIONAL CALENDAR
 Approved by the Board of Education: January 28, 2014

| | M | T | W | Th | F | M | T | W | Th | F | M | T | W | Th | F | M | T | W | Th | F | M | T | W | Th | F | TOTALS | | CUM TOTALS | |
|-----------|---|---|---|----|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-------|----|--------|-----|------------|----|
| JULY | | 1 | 2 | 3 | 4 | 7 | 8 | 9 | 10 | 11 | 14 | 15 | 16 | 17 | 18 | 21 | 22 | 23 | 24 | 25 | 28 | 29 | 30 | 31 | | Jul | 0 | 0 | |
| AUGUST | | | | | 1 | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | Aug | 0 | 0 | |
| SEPTEMBER | 1 | H | | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 29 | 30 | | | | Sep | 0 | 21 |
| OCTOBER | | | 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 | 31 | Oct | 0 | 23 | |
| NOVEMBER | 3 | 4 | 5 | 6 | 7 | 10 | 11 | 12 | 13 | 14 | 17 | 18 | 19 | 20 | 21 | 24 | 25 | 26 | 27 | 28 | | | | | | Nov | 0 | 14 | |
| DECEMBER | 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 29 | 30 | 31 | | | Dec | 0 | 15 | |
| JANUARY | | | | 1 | 2 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 26 | 27 | 28 | 29 | 30 | Jan | 0 | 19 | |
| FEBRUARY | 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | | | | | | Feb | 0 | 18 | |
| MARCH | 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | 30 | 31 | | | | Mar | 0 | 20 | |
| APRIL | | | 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 | | Apr | 0 | 19 | |
| MAY | | | | | 1 | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | May | 0 | 20 | |
| JUNE | 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 29 | 30 | | | | Jun | 0 | 11 | |
| | | | | | | | | | | | | | | | | | | | | | | | | Total | 0 | 180 | | | |

| | | |
|------------|-------------------------------|---------------|
| H | Holiday | Blue |
| F/L | First/Last Day of School | Red |
| NI | Non-Instructional (No School) | Green |
| I | Instruction Day | Yellow |

**Diocese of San Diego
Office for Schools
2014-2015**

School: St. Didacus Parish School

City: San Diego

County: San Diego

| | M | T | W | TH | F | M | T | W | TH | F | M | T | W | TH | F | M | T | W | TH | F | M | T | W | TH | F |
|------------------|---|---|---|----|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| August | | | | | 1 | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 |
| September | 1 | / | / | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 29 | 30 | | | |
| October | | | 1 | 2 | / | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 | / |
| November | 3 | 4 | / | / | / | 10 | 11 | 12 | 13 | 14 | 17 | 18 | 19 | 20 | 21 | 24 | 25 | 26 | 27 | 28 | | | | | |
| December | 1 | 2 | 3 | 4 | / | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 29 | 30 | 31 | | |
| January | | | | 1 | 2 | 5 | 6 | 7 | 8 | / | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 26 | 27 | 28 | 29 | / |
| February | 2 | 3 | 4 | 5 | / | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | | | | | |
| March | 2 | 3 | 4 | 5 | / | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | 30 | 31 | | | |
| April | | | 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 | |
| May | | | | / | / | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 |
| June | 1 | 2 | 3 | 4 | / | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 29 | 30 | | | |

Total days of instruction

| |
|----|
| 0 |
| 21 |
| 23 |
| 13 |
| 15 |
| 18 |
| 19 |
| 21 |
| 16 |
| 19 |
| 10 |

175 WCEA/WASC writing year

First Class Day: 9/2/2013 Final Class Day: 6/12/2014

Holidays: Indicated on calendar above, using code below right.

- Sept 1 - Labor Day
- Nov. 11 - Veteran's Day
- Nov. 24-28 - Thanksgiving Break
- Dec. 22-Jan 2 - Christmas Break
- Jan. 19 - Martin Luther King Day
- Feb. 16 - Presidents' Day
- March 13 - LA Religious Congress
- April 3-10 Easter Break
- May 25 - Memorial Day

- WCEA/WASC Writing Days**
- Nov. 10
 - Jan. 16
 - Mar. 27
 - May 15

- Professional Growth Days for Staff**
- Aug. 13, 25-28
 - Nov. 5
 - Apr. 24

 Legal Holiday
 Student Holiday
 Minimum Days
 Vacation

ATTACHMENT F
INTENTIONALLY LEFT BLANK

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633



ADDENDUM "A"

FOR

34TH ST. & 35TH ST. AT MADISON AVE. IMPROVEMENTS

| | |
|----------------------|------------------------|
| BID NO.: | <u>K-15-1232-DBB-3</u> |
| SAP NO. (WBS/IO/CC): | <u>S-00922</u> |
| CLIENT DEPARTMENT: | <u>2116</u> |
| COUNCIL DISTRICT: | <u>3</u> |
| PROJECT TYPE: | <u>ID</u> |

BID DUE DATE:

2:00 PM

APRIL 7, 2015

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14TH FLOOR, MS 614C

SAN DIEGO, CA 92101

ENGINEER OF WORK

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



For City Engineer

3/27/15
Date

Seal



A. CHANGES TO CONTRACT DOCUMENTS

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

B. VOLUME 1

1. To ATTACHMENT E, SUPPLEMENTARY SPECIAL PROVISIONS, "Supplementary Special Provisions Appendices", **ADD** pages 4 through 7 of this Addendum.

C. VOLUME 2

1. To the BIDDING DOCUMENTS, Proposal, Bidder's General Information, page 5, **DELETE** in its entirety and **SUBSTITUTE** with pages 8 of this Addendum.
2. To the BIDDING DOCUMENTS, "Proposal (BID)" page 10 through 14, **DELETE** in their entirety and **SUBSTITUTE** with pages 9 through 13 of this Addendum.

D. PLANS

1. To DRAWING numbered 36165-1-D and 36165-10-D, **DELETE** in their entirety and **REPLACE** pages 14 through 15 of this Addendum.

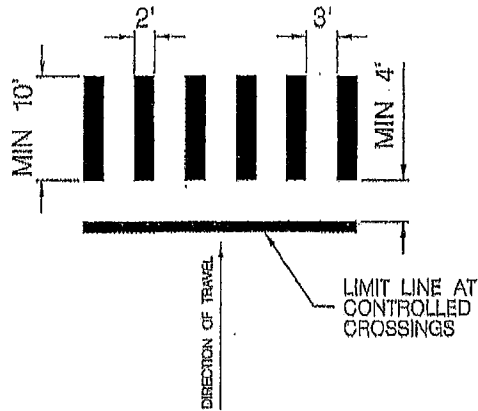
James Nagelvoort, Director
Public Works Department

Dated: *March 27, 2015*
San Diego, California

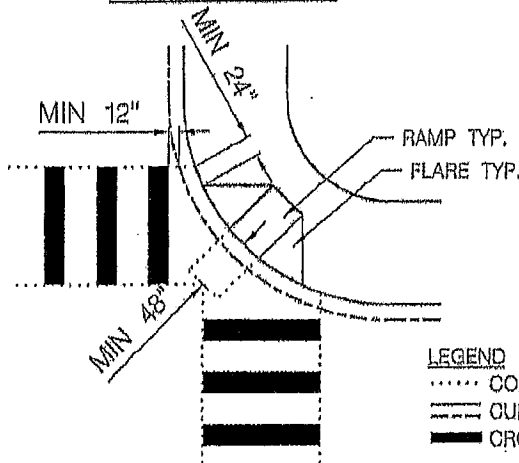
JN/BD/lis

APPENDIX F
CONTINENTAL CROSSWALK

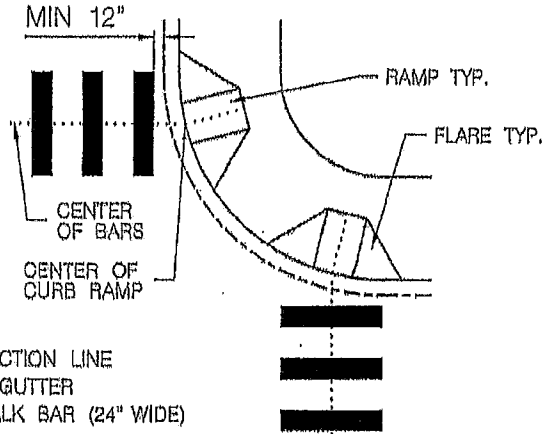
TYPICAL CONTINENTAL CROSSWALK MARKINGS



SINGLE RAMP CORNER



DUAL RAMP CORNER



LEGEND

- CONSTRUCTION LINE
- CURB & GUTTER
- █ CROSSWALK BAR (24" WIDE)

GENERAL NOTES:

1. ALL MARKED CROSSWALKS SHALL HAVE CONTINENTAL MARKINGS UNLESS APPROVED OTHERWISE.
2. MARKED CROSSWALK LOCATIONS CONSISTING OF BRICK PAVERS OR OTHER DECORATIVE PAVING SHALL BE PROVIDED WITH A LIMIT LINE ONLY.
3. SIGNALIZED INTERSECTIONS SHALL BE PROVIDED WITH A MARKED CROSSWALK ACROSS EACH LEG WHERE PEDESTRIANS ARE PERMITTED TO CROSS.
4. CONTINENTAL CROSSWALK MARKINGS SHALL BE ALIGNED PARALLEL TO THE DIRECTION OF VEHICULAR TRAVEL.
5. LIMIT LINES SHALL BE INSTALLED A MINIMUM OF 4 FEET IN ADVANCE OF MARKED CROSSWALKS FOR THE APPROACH LANES AT ALL CONTROLLED CROSSINGS.
6. MARKED CROSSWALKS SHOULD BE A MINIMUM OF 10 FEET IN WIDTH, PLACEMENT OF CONTINENTAL CROSSWALKS SHALL COMPLY WITH ACCESSIBILITY REGULATIONS PER THE MOST RECENT VERSION OF AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS.
7. THE CROSSWALK BETWEEN A DUAL RAMP CORNER AND A SINGLE RAMP CORNER SHALL BE AT LEAST 10 FEET WIDE AND SATISFY THE MINIMUM OF 2 FEET BEYOND THE FLARE REQUIREMENT FOR THE SINGLE RAMP.
8. CONTINENTAL CROSSWALK BARS SHALL BE UNIFORM WITHIN THE SAME CROSSING. NO PARTIAL BARS SHALL BE INSTALLED.
9. A CROSSWALK BAR SHALL BE CENTERED IN THE CENTER OF THE CROSSING.
10. CROSSWALK MARKINGS SHALL BE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD) RETROREFLECTIVITY COMPLIANT AND SKID RESISTANT.

SHEET 1 OF 3

| REVISION | BY | APPROVED | DATE |
|----------|----|---------------|-------|
| ORIGINAL | JF | J. NABELVOORT | 02/15 |
| | | | |
| | | | |
| | | | |

CITY OF SAN DIEGO -- STANDARD DRAWING

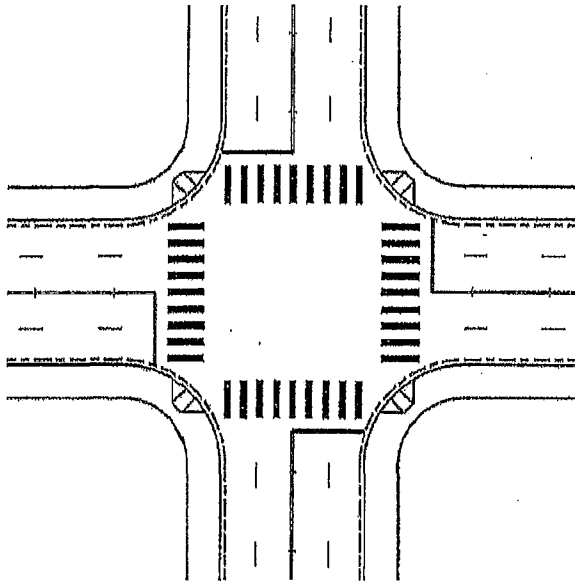
**CONTINENTAL CROSSWALK
MARKINGS LAYOUT AND NOTES**

PROVISED BY THE CITY OF SAN DIEGO
STANDARDS COMMITTEE

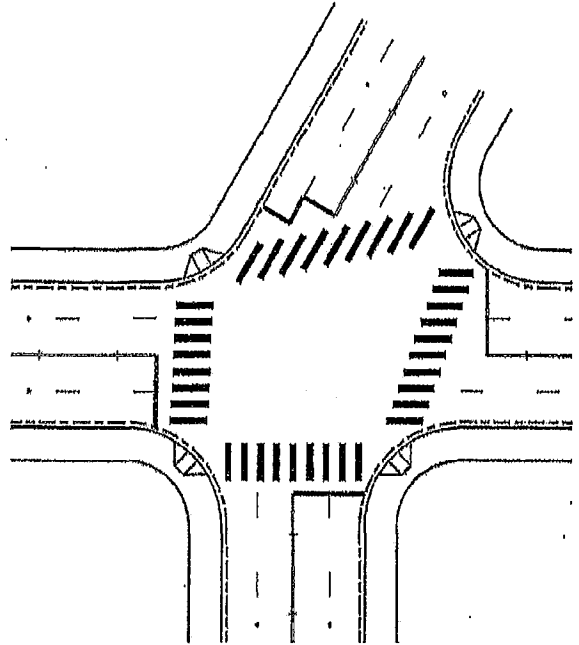
CR Dunce
COORDINATOR 2/6/2015
R.C.R. 60523 DATE

DRAWING
NUMBER **SDM-116**

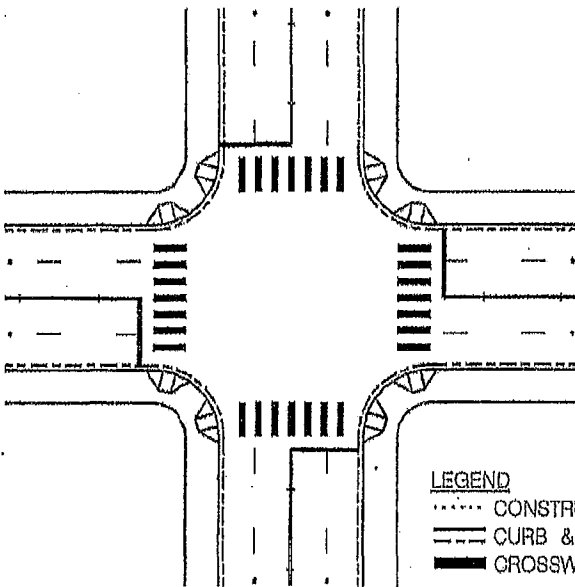
CASE 1 - SINGLE RAMP ORTHOGONAL



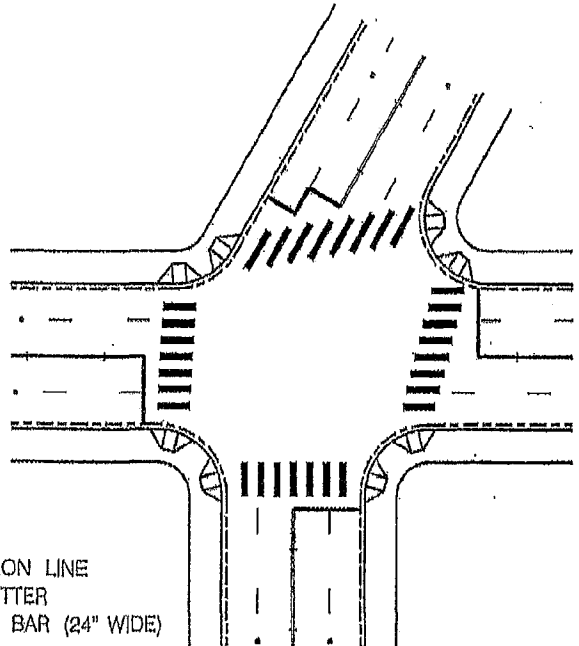
CASE 2 - SINGLE RAMP SKEWED



CASE 3 - DUAL RAMP ORTHOGONAL



CASE 4 - DUAL RAMP SKEWED



LEGEND

- CONSTRUCTION LINE
- CURB & GUTTER
- █ CROSSWALK BAR (24" WIDE)

SHEET 4 OF 3

| REVISION | BY | APPROVED | DATE |
|----------|----|---------------|-------|
| ORIGINAL | JF | J. NAGELVOORT | 02/15 |
| | | | |
| | | | |
| | | | |

CITY OF SAN DIEGO - STANDARD DRAWING

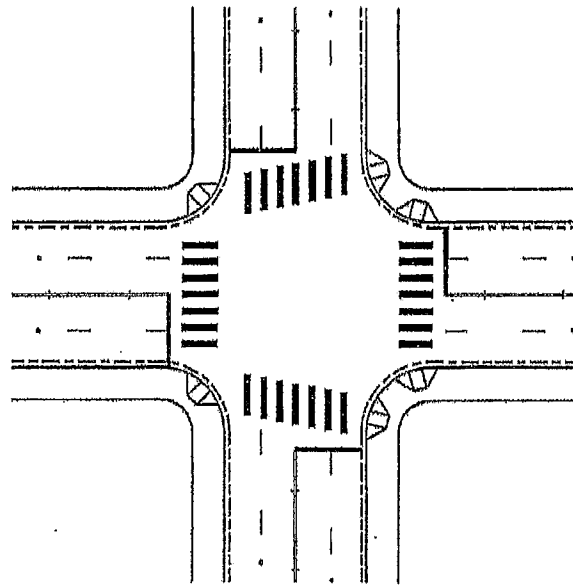
CONTINENTAL CROSSWALK MARKINGS LAYOUT AND NOTES

RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE

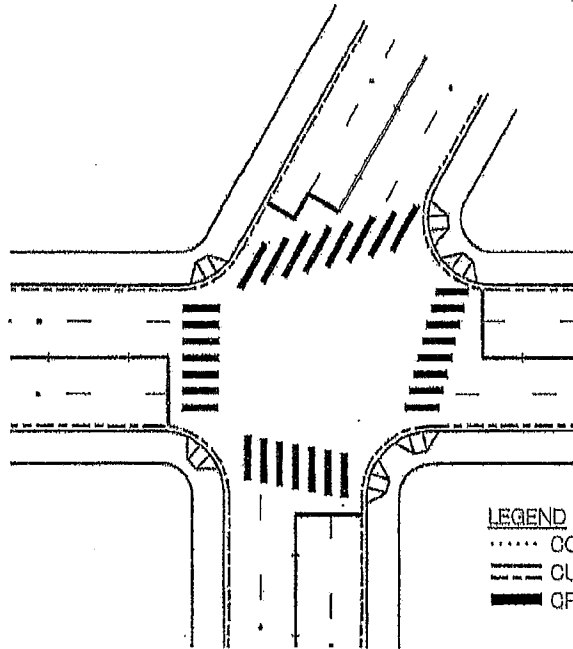
CR Bringer 2/5/2015
COORDINATOR G.E. 66523 DATE

DRAWING NUMBER **SDM-116**

CASE 5 - DUAL AND SINGLE RAMP ORTHOGONAL



CASE 6 - DUAL AND SINGLE RAMP SKEWED



- LEGEND**
- CONSTRUCTION LINE
 - CURB & GUTTER
 - ▨ GROSSWALK BAR (24" WIDE)

SHEET 3 OF 3

| REVISION | BY | APPROVED | DATE |
|----------|----|---------------|-------|
| ORIGINAL | JF | J. NAGELVOORT | 02/16 |
| | | | |
| | | | |
| | | | |

CITY OF SAN DIEGO -- STANDARD DRAWING

CONTINENTAL CROSSWALK MARKINGS LAYOUT AND NOTES

RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE

C. Dominga
 COORDINATOR R. S. 68823 2/16/2015
DATE

DRAWING NUMBER **SDM-116**

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION _____

LICENSE NO. _____ EXPIRES _____

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

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): _____

Email Address: _____

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature _____ Title _____

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

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of 34TH ST. & 35TH ST. AT MADISON AVE. IMPROVEMENTS, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
|-----------------|----------|------|--------|-------------------|---|---------------------------------|-------------|
| BASE BID | | | | | | | |
| 1 | 1 | LS | 524126 | 2-4.1 | Bonds (Payment and Performance) | | \$ |
| 2 | 1 | LS | 238990 | 7-9.1.1 | Video Recording of Existing Conditions | | \$ |
| 3 | 1 | LS | 541330 | 7-10.2.6 | Traffic Control Design | | \$ |
| 4 | 1 | LS | 237310 | 7-10.2.6 | Traffic Control | | \$ |
| 5 | 3 | EA | 238210 | 9-3.1 | New Road Signs and Posts | \$ | \$ |
| 6 | 12 | EA | 238210 | 9-3.1 | Remove & Reinstall Signs on New Posts | \$ | \$ |
| 7 | 1 | AL | | 9-3.5 | Field Orders - Type II | | \$58,000.00 |
| 8 | 1 | LS | 238910 | 300-1.4 | Clearing & Grubbing to Include Removal and Disposal of all Materials in Conflict with the Proposed Construction | | \$ |
| 9 | 25 | CY | 237310 | 300-2.9 | Excavate and Export (Unclassified) | \$ | \$ |
| 10 | 30 | EA | 237310 | 301-1.7 | Adjust Existing Utilities to Grade | \$ | \$ |
| 11 | 30 | TON | 237310 | 301-2.4 | Class II Base | \$ | \$ |
| 12 | 2 | EA | 237310 | 302-1.12 | Traffic Detector Loop Replacement and Conduit Stub | \$ | \$ |

BIDDING DOCUMENTS

| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
|------|----------|------|--------|-------------------|--|------------|-----------|
| 13 | 24092 | SF | 237310 | 302-1.12 | 2-Inch Cold Mill & 2-Inch AC Pavement | \$ | \$ |
| 14 | 327 | TON | 237310 | 302-5.9 | 10-Inch Asphalt Concrete | \$ | \$ |
| 15 | 2472 | SF | 237310 | 302-6.8 | Concrete Bus Stop Pad | \$ | \$ |
| 16 | 432 | SF | 237310 | 303-5.9 | Replace Sidewalk | \$ | \$ |
| 17 | 8440 | SF | 237310 | 303-5.9 | Replace Existing Scored Sidewalk | \$ | \$ |
| 18 | 6168 | SF | 237310 | 303-5.9 | Residential Concrete Driveway | \$ | \$ |
| 19 | 1960 | LF | 237310 | 303-5.9 | Curb & Gutter - Type "G" | \$ | \$ |
| 20 | 1 | EA | 237310 | 303-5.9 | Contractor Date Stamp and Impressions | \$ | \$ |
| 21 | 556 | SF | 237310 | 303-5.9 | Cross Gutter | \$ | \$ |
| 22 | 723 | SF | 237310 | 303-5.9 | Alley Apron | \$ | \$ |
| 23 | 1062 | SF | 237310 | 303-5.9 | 9-1/2-Inch AC Alley Apron | \$ | \$ |
| 24 | 2 | EA | 237310 | 303-5.10.2 | Curb Ramp Type "A" with Stainless Steel Detectable Warning Tiles | \$ | \$ |
| 25 | 15 | EA | 237310 | 303-5.10.2 | Curb Ramp Type "D" with Stainless Steel Detectable Warning Tiles | \$ | \$ |
| 26 | 8 | EA | 237110 | 306-1.6 | 3-Inch Sidewalk Underdrain Includes Connection to Existing | \$ | \$ |
| 27 | 1 | EA | 237110 | 306-1.6 | 6-Inch Fire Hydrant Assembly & Marker | \$ | \$ |
| 28 | 4 | EA | 237110 | 306-15 | Water Meter Box | \$ | \$ |

BIDDING DOCUMENTS

| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension | |
|---------------------------------|----------|------|--------|-------------------|---|--------------|-----------|--|
| 29 | 5 | EA | 238210 | 307-2 | Electrical Pull Box | \$ | \$ | |
| 30 | 6 | EA | 238910 | 308-7 | Tree Stump Removal and Disposal | \$ | \$ | |
| 31 | 1 | LS | 237310 | 314-4.3.7 | Furnish and Install Painting, Striping, Removal Conflicting Striping and Pavement Markings, and Paint Curbs Stencil Letter on Curbs | | \$ | |
| 32 | 1 | LS | 237310 | 314-4.4.6 | Furnish and Install Thermoplastic Traffic Striping and Pavement Markings | | \$ | |
| 33 | 1 | LS | 541330 | 701-13.9.5 | Water Pollution Control Program Development | | \$ | |
| 34 | 1 | LS | 237310 | 701-13.9.5 | Water Pollution Control Program Implementation | | \$ | |
| ESTIMATED TOTAL BASE BID | | | | | | | \$ | |

TOTAL BID PRICE FOR BID (Items 1 through 34 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: _____

BIDDING DOCUMENTS

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

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

Bidder: _____

Title: _____

Business Address: _____

Place of Business: _____

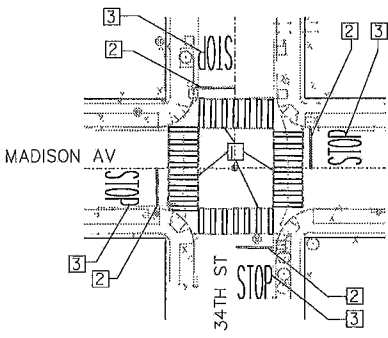
Place of Residence: _____

Signature: _____

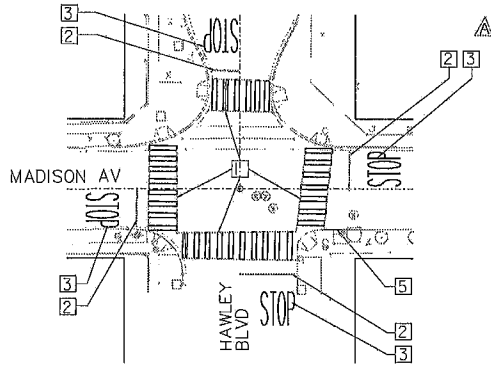
BIDDING DOCUMENTS

NOTES:

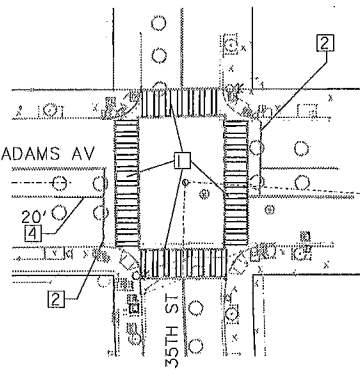
- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents may 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.
- I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.



34TH AND MADISON AVE



HAWLEY AVE AND MADISON AVE



ADAMS AVE AND 35TH ST

SIGNING AND STRIPING NOTES

- 1 INSTALL YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK PER APPENDIX "F"
- 2 INSTALL 12-INCH WIDE WHITE THERMOPLASTIC LIMIT LINE, PER CALTRANS STANDARD PLAN A24E
- 3 INSTALL THERMOPLASTIC PAVEMENT MARKINGS PER CALTRANS STANDARD PLAN A24D, DETAIL TYPE--STOP
- 4 PAINT SOLID WHITE STRIPE (LENGTH AS NOTED) PER CALTRANS STANDARD PLAN A20D, DETAIL 38A1
- 5 PAINT CURB RED (SEE PAINTING CURB DATA TABLE ON THIS SHEET).

| PAINTING CURB DATA | | | | |
|--------------------|---------------|---------------|--------|-----------------|
| PAGE | BEGIN STATION | END STATION | LENGTH | REMARKS |
| 4 | STA 1 + 30(R) | STA 1 + 33(L) | 3' | PAINT CURB RED |
| 4 | STA 1 + 30(L) | STA 1 + 70(R) | 20' | PAINT CURB BLUE |
| 4 | STA 1 + 76(R) | STA 1 + 79(L) | 3' | PAINT CURB RED |
| 6 | STA 4 + 27(L) | STA 4 + 30(L) | 3' | PAINT CURB RED |
| 6 | STA 4 + 27(R) | STA 4 + 30(R) | 3' | PAINT CURB RED |
| 8 | STA 0 + 30(L) | STA 0 + 46(L) | 16' | PAINT CURB RED |
| 8 | STA 1 + 88(R) | STA 2 + 88(R) | 100' | PAINT CURB RED |
| 8 | STA 1 + 89(L) | STA 2 + 89(L) | 100' | PAINT CURB RED |
| 10 | STA 7 + 37(R) | STA 7 + 62(R) | 25' | PAINT CURB RED |



SCALE: NONE

C-9

**34TH & 35TH ST SIDEWALK IMPROVEMENTS
TRAFFIC STRIPING**

| | | | |
|-------------------------------|--------------|-----------------------|--------------------------------------|
| CITY OF SAN DIEGO, CALIFORNIA | | PROJECT NO. | 5-00522 |
| PUBLIC WORKS DEPARTMENT | | SHEET NO. OF 0 SHEETS | |
| DATE | 1/7/05 | DESIGNED BY | ALEX SLEMAN |
| BY | W. JOHNSON | CHECKED BY | WALTER CANNON/ALAN POLLEY/ROBERT |
| IN CHARGE | ALDRICH/ALAN | DATE | 2/8/05 |
| PROJECT NO. C-4034 | | PROJECT NAME | 34TH & 35TH ST SIDEWALK IMPROVEMENTS |
| DRAWN BY | | DATE | 6/29/05 |
| CHECKED BY | | DATE | 8/10/05 |
| APPROVED BY | | DATE | 8/10/05 |



ADDENDUM A: DELETE DETAIL "A" AND CONTINENTAL CROSSWALK DETAIL, REVISE NOTE NO. 1

STRIPING PLAN

Sheet 27 of 28
2005 Street & Sidewalk Improvement Department

RU

City of San Diego

CONTRACTOR'S NAME: Crest Equipment, Inc
 ADDRESS: 161 Scottford Dr El Cajon CA 92021
 TELEPHONE NO.: 619-444-5061 FAX NO.: 619-444-5100 WBS 6194476540
 CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633
 A.Sleiman / B.Doringo / ls

CONTRACT DOCUMENTS



FOR

34TH ST. & 35TH ST. AT MADISON AVE. IMPROVEMENTS

VOLUME 2 OF 2

| | |
|----------------------|------------------------|
| BID NO.: | <u>K-15-1232-DBB-3</u> |
| SAP NO. (WBS/IO/CC): | <u>S-00922</u> |
| CLIENT DEPARTMENT: | <u>2116</u> |
| COUNCIL DISTRICT: | <u>3</u> |
| PROJECT TYPE: | <u>ID</u> |

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2)).
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP.

**THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY
 REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION**

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

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
- 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
- 7. Form AA35 - List of Subcontractors 15
- 8. Form AA40 - Named Equipment/Material Supplier List 16

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 _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____
- (6) Email Address _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

BIDDING DOCUMENTS

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

(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. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Crest Equipment, Inc

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

Wend Belio
(Signature)

Wendi Belio
(Printed Name)

President
(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 1111 Scottford Dr

(5) City and State El Cajon CA Zip Code 92021

(6) Telephone No. 619.4445061 Facsimile No. 619.4476540

(7) Email Address belio@sbcglobal.net

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A

LICENSE NO. 892791 EXPIRES 3.31.17

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000005405

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): 20-1735153

Email Address: belio@sbcglobal.net

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature Wendy Belio Title pres

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

Notary Public in and for the County of _____, State of _____

see attached
(NOTARIAL SEAL)

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California

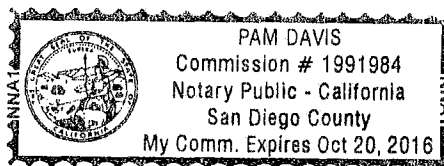
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 7th day of April,

2015 by Wendi Belio,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Signature Pam Davis, Notary Public (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

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

34th St. & 35th St. at Madison Ave. Improvements

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

SIGNED AND SEALED, this 1st day of April, 2015

Crest Equipment, Inc. (SEAL)
(Principal)

Slate National Insurance Company, Inc. Administered by:
Contractor Managing General Insurance Agency, Inc. 20335
Ventura Blvd., Suite 426 Woodland Hills, CA 91364 (SEAL)
(Surety)

By: Wendell Beale
(Signature)

By: [Signature]
Stephanie H. Shear, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

State National Insurance Company, Inc. Administered by:
CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.

POWER OF ATTORNEY

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, the following bond described as:

34th St. & 35th St. at Madison Ave Improvements

for: Three Million and 00/100 Dollars (\$3,000,000)

and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these present, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 24th day of March, 2014.

STATE NATIONAL INSURANCE COMPANY, INC.

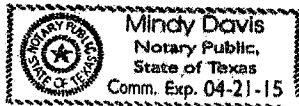
Terry L. Ledbetter, President

Trace Ledbetter, Secretary

STATE OF TEXAS
County of Tarrant

On this 24th day of March, 2014 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.



[Notary Stamp]

Signature of Notary

I, Trace Ledbetter, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attested the seal of said Company this 1st day of April, 2015

Trace Ledbetter, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On APR 01 2015 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 7th day of April,

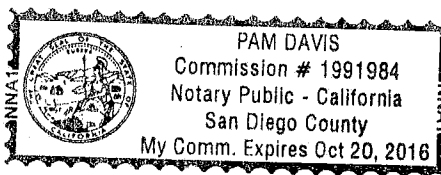
20 15 by Wendi Belio

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature Pam Davis, Notary Public

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information _____

INSTRUCTIONS

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- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

BIDDING DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: Crest Equipment Inc

Certified By Wendy Belio Name Title Pres

Wendy Belio Signature Date 4.6.15

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>Crest Equipment Inc</u> | Contact Name: <u>Wend Belic</u> |
| Company Address: <u>111 Scottford Dr El Cajon CA 92021</u> | Contact Phone: <u>619 444 5061</u> |
| | Contact Email: <u>belic@esbcglobal.net</u> |

CONTRACT INFORMATION

| | |
|---|-------------|
| Contract Title: <u>34th & 35th @ Madison Ave Improvements</u> | Start Date: |
| Contract Number (if no number, state location): | End Date: |

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in 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.

| | | |
|-------------------------|-------------------|---------------|
| <u>Wend Belic Pres</u> | <u>Wend Belic</u> | <u>4.6.15</u> |
| Name/Title of Signatory | Signature | Date |

FOR OFFICIAL CITY USE ONLY

| | | | |
|---------------|--------------|-----------------------------------|---|
| Receipt Date: | EBO Analyst: | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved – Reason: |
|---------------|--------------|-----------------------------------|---|

(Rev 02/15/2011)

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **34TH ST. & 35TH ST. AT MADISON AVE. IMPROVEMENTS**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
|-----------------|----------|------|--------|-------------------|---|---------------------------------|-------------|
| BASE BID | | | | | | | |
| 1 | 1 | LS | 524126 | 2-4.1 | Bonds (Payment and Performance) | | \$15200.- |
| 2 | 1 | LS | 238990 | 7-9.1.1 | Video Recording of Existing Conditions | | \$500.- |
| 3 | 1 | LS | 541330 | 7-10.2.6 | Traffic Control Design | | \$2500.- |
| 4 | 1 | LS | 237310 | 7-10.2.6 | Traffic Control | | \$19,200.- |
| 5 | 3 | EA | 238210 | 9-3.1 | New Road Signs and Posts | \$350.- | \$1050.- |
| 6 | 12 | EA | 238210 | 9-3.1 | Remove & Reinstall Signs on New Posts | \$125.- | \$1,500.- |
| 7 | 1 | AL | | 9-3.5 | Field Orders - Type II | | \$58,000.00 |
| 8 | 1 | LS | 238910 | 300-1.4 | Clearing & Grubbing to Include Removal and Disposal of all Materials in Conflict with the Proposed Construction | | \$37,250.- |
| 9 | 25 | CY | 237310 | 300-2.9 | Excavate and Export (Unclassified) | \$32.- | \$800.- |
| 10 | 30 | EA | 237310 | 301-1.7 | Adjust Existing Utilities to Grade | \$200.- | \$6000.- |
| 11 | 30 | TON | 237310 | 301-2.4 | Class II Base | \$32.- | \$960.- |
| 12 | 2 | EA | 237310 | 302-1.12 | Traffic Detector Loop Replacement and Conduit Stub | \$750.- | \$1500.- |

BIDDING DOCUMENTS

| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
|------|----------|------|--------|-------------------|--|------------|--------------|
| 13 | 24092 | SF | 237310 | 302-1.12 | 2-Inch Cold Mill & 2-Inch AC Pavement | \$ 2.32 | \$ 55,893.44 |
| 14 | 327 | TON | 237310 | 302-5.9 | 10-Inch Asphalt Concrete | \$ 165.- | \$ 53,955.- |
| 15 | 2472 | SF | 237310 | 302-6.8 | Concrete Bus Stop Pad | \$ 10.- | \$ 24,720.- |
| 16 | 432 | SF | 237310 | 303-5.9 | Replace Sidewalk | \$ 5.75 | \$ 2,484.- |
| 17 | 8440 | SF | 237310 | 303-5.9 | Replace Existing Scored Sidewalk | \$ 6.35 | \$ 53,594.- |
| 18 | 6168 | SF | 237310 | 303-5.9 | Residential Concrete Driveway | \$ 7.10 | \$ 43,792.80 |
| 19 | 1960 | LF | 237310 | 303-5.9 | Curb & Gutter - Type "G" | \$ 29.- | \$ 56,840.- |
| 20 | 1 | EA | 237310 | 303-5.9 | Contractor Date Stamp and Impressions | \$ 250.- | \$ 250.- |
| 21 | 556 | SF | 237310 | 303-5.9 | Cross Gutter | \$ 10.- | \$ 5,560.- |
| 22 | 723 | SF | 237310 | 303-5.9 | Alley Apron | \$ 10.- | \$ 7,230.- |
| 23 | 1062 | SF | 237310 | 303-5.9 | 9-1/2-Inch AC Alley Apron | \$ 7.85 | \$ 8,336.70 |
| 24 | 2 | EA | 237310 | 303-5.10.2 | Curb Ramp Type "A" with Stainless Steel Detectable Warning Tiles | \$ 2,375.- | \$ 4,750.- |
| 25 | 15 | EA | 237310 | 303-5.10.2 | Curb Ramp Type "D" with Stainless Steel Detectable Warning Tiles | \$ 2,135.- | \$ 32,025.- |
| 26 | 8 | EA | 237110 | 306-1.6 | 3-Inch Sidewalk Underdrain Includes Connection to Existing | \$ 250.- | \$ 2,000.- |
| 27 | 1 | EA | 237110 | 306-1.6 | 6-Inch Fire Hydrant Assembly & Marker | \$ 8,250.- | \$ 8,250.- |
| 28 | 4 | EA | 237110 | 306-15 | Water Meter Box | \$ 375.- | \$ 1,500.- |

BIDDING DOCUMENTS

| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
|---------------------------------|----------|------|--------|-------------------|---|---------------------------------|---------------------|
| 29 | 5 | EA | 238210 | 307-2 | Electrical Pull Box | \$ 300.- | \$ 1500.- |
| 30 | 6 | EA | 238910 | 308-7 | Tree Stump Removal and Disposal | \$ 300.- | \$ 1800.- |
| 31 | 1 | LS | 237310 | 314-4.3.7 | Furnish and Install Painting, Striping, Removal Conflicting Striping and Pavement Markings, and Paint Curbs Stencil Letter on Curbs | | \$ 3250.- |
| 32 | 1 | LS | 237310 | 314-4.4.6 | Furnish and Install Thermoplastic Traffic Striping and Pavement Markings | | \$ 6097.- |
| 33 | 1 | LS | 541330 | 701-13.9.5 | Water Pollution Control Program Development | | \$ 650.- |
| 34 | 1 | LS | 237310 | 701-13.9.5 | Water Pollution Control Program Implementation | | \$ 3950.- |
| ESTIMATED TOTAL BASE BID | | | | | | | \$ 523,487.- |

523,487.94

TOTAL BID PRICE FOR BID (Items 1 through 34 inclusive) amount written in words:

five hundred twenty three thousand four hundred eighty seven & zero cents

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: _____

BIDDING DOCUMENTS

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

Wende Belio pres
Steve Belio V Pres
Gwynn Hams Officer

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: Crest Equipment, Inc Wende Belio
Title: Pres.
Business Address: 1161 Scottford Dr El Cajon 92021
Place of Business: Same
Place of Residence: Same
Signature: Wende Belio

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 may 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.
- I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | SUBCONTRACTOR LICENSE NUMBER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED-OUT) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB | WHERE CERTIFIED | CHECK IF JOINT VENTURE PARTNERSHIP |
|---|-------------------------|------------------------------|--------------|--|---|-----------------|------------------------------------|
| Name: <u>McGrath Consulting</u> Address: <u>PO Box 2488</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>6194433811</u> Email: <u>mlwme.mcsuppp.com</u> | Des. | | WPCP | 500.- | SLBE 11M#0280 | City | |
| Name: <u>LSI marketing</u> Address: <u>PO Box 2426</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: _____ Email: _____ | Const | 775884 | Striping | 12400.- | SLBE 11LS0275 1000003495 Dir# | City | |

① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

2.5%

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER | MATERIALS OR SUPPLIES | DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT) | 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: _____ Email: _____ | | | | | | |
| Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____ | | | | | | |

① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):

| | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

| | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

City of San Diego



Small Local Business Enterprise Certification

Crest Equipment, Inc.

Emerging Local Business Enterprise (ELBE)


General Construction (NAICS: 484110,

237310, 237990, 238110, 237110)

Certification Number: 10CE0072

Effective Date: 12/08/2014

Expiration Date: 12/08/2016



Henry Foster III
Equal Opportunity Contracting
Program Manager