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City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Damian Singleton, Contract Specialist, Email: Dsingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633
B. Kelleher / B. Doringo / ls

CONTRACT DOCUMENTS

FOR

ORIGINAL



ALLIED GARDENS PARK GREEN LOT

VOLUME 1 OF 2

BID NO.: _____ L-15-5879-DBB-1
SAP NO. (WBS/IO/CC): _____ B-11069
CLIENT DEPARTMENT: _____ 2116 / 2112
COUNCIL DISTRICT: _____ 7
PROJECT TYPE: _____ CC / BE

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY .
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP.

BID DUE DATE:

**1:30 PM
FEBRUARY 10, 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:

Carlos Mendoza **JANUINO**

1) Registered Engineer

Date

Seal:



Samir H

2) For City Engineer

10/28/14

Date

Seal

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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List in accordance with the designation stated on the cover page hereof. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
2. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work on **Allied Gardens Park Green Lot** (Project).
3. **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.
4. **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.
5. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 5.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
 - 5.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 15.7%.
 - 5.3. For additional Equal Opportunity Contracting Program requirements, see Attachment C.
6. **PRE-BID MEETING:**
 - 6.1. 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 **JANUARY 22nd, 2015**.
 - 6.2. All potential bidders are encouraged to attend.

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

7. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 7.1. **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>.

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

8. **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.

9. **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.

- 9.1. **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.

- 9.2. 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.

- 9.3. 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.

- 9.4. **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.
- 9.5. **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.
- 9.6. **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 shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 9.7. **Working Hours.** Contractor and 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.
- 9.8. **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, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 9.9. **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."
- 9.10. **Labor Compliance Program.** The City has its own Labor Compliance Program as authorized 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.

10. BIDDERS MUST REGISTER WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR): Pursuant to Labor Code section 1725.5 (with limited exceptions under Labor Code section 1771.1(a)):

- 10.1. No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations.
- 10.2. No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial
- 10.3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

11. INSURANCE REQUIREMENTS:

- 11.1. 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.
- 11.2. 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.

12. PREQUALIFICATION OF CONTRACTORS:

- 12.1. 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>

- 12.2. 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.

13. **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		

14. **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.
15. **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.
16. **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.
17. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
18. **AWARD PROCESS:**
- 18.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

- 18.2. 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.
- 18.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
19. **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.
20. **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.
21. **SUBMISSION OF QUESTIONS:**
- 21.1. 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.
- 21.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 21.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 21.4. 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.
22. **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.

23. 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.

24. 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.

24.1. 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.

24.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

24.3. 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.

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

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

25.1. 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.

25.2. 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.

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

26. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

26.2. 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.

26.3. 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.

26.4. 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.

26.5. 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-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, “Protests of Contract Award.”

26.6. 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.

26.7. 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.

26.8. 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.

27. BID RESULTS:

27.1. 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.

- 27.2. 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.

28. THE CONTRACT:

- 28.1. 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.
- 28.2. 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.
- 28.3. 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.
- 28.4. 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.
- 28.5. 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.

29. **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.

30. CITY STANDARD PROVISIONS: This contract is subject to the following standard provisions. See The WHITEBOOK for details.

- 30.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 30.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 30.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 30.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 30.5.** 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.
- 30.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 30.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

31. PRE-AWARD ACTIVITIES:

- 31.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- 31.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

32. ADDITIVE/DEDUCTIVE ALTERNATES:

- 32.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make decision prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).

33. REQUIRED DOCUMENT SCHEDULE:

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

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA45 - Subcontractors Additive/Deductive Alternate
8.	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
9.	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
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

**CONTRACT FORMS
AGREEMENT**

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and DELTA BUILDERS, INC., herein called "Contractor" for construction of **Allied Gardens Park Green Lot**; Bid No. **L-15-5879-DBB-1**, in the amount of ONE HUNDRED EIGHTY-SEVEN THOUSAND SEVENTY-ONE DOLLARS AND 00/100 (\$187,071.00), which is comprised of the Base Bid alone plus Additive Alternate A.

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 **Allied Gardens Park Green Lot**, on file in the office of the Public Works Department as Document No. **B-11069**, 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 **Allied Gardens Park Green Lot**, Bid Number **L-15-5879-DBB-1**, 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.

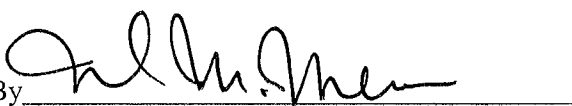
CONTRACT FORMS (continued)

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 §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

By 

Jan I. Goldsmith, City Attorney
By 


Print Name: _____
Stephen Samara
Principal Contract Specialist (Acting)

Print Name: 
Deputy City Attorney

Date: 5-7-15

Date: 5/8/15

CONTRACTOR

By Delta Builders 

Print Name: MIR MOSHIRI

Title: PRESIDENT

Date: 2-20-15

City of San Diego License No.: B2011000195

State Contractor's License No.: 564882

**CONTRACT FORMS
ATTACHMENTS**

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

DELTA BUILDERS, INC, a corporation, as principal, and The Ohio Casualty Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of ONE HUNDRED EIGHTY-SEVEN THOUSAND SEVENTY-ONE DOLLARS AND 00/100 (\$187,071.00) for the faithful performance of the annexed contract, and in the sum of ONE HUNDRED EIGHTY-SEVEN THOUSAND SEVENTY-ONE DOLLARS AND 00/100 (\$187,071.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Allied Gardens Park Green Lot**, Bid Number **L-15-5879-DBB-1**, 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.

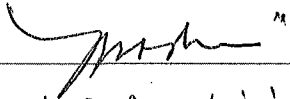
CONTRACT FORMS ATTACHMENTS (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated February 24, 2015

Approved as to Form and Legality


Delta Builders, Inc.
Principal

By 
Mr. Moshiri, president
Printed Name of Person Signing for Principal


Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

The Ohio Casualty Insurance Company
Surety

By 
Cyndi Beilman, Attorney-in-fact

Approved:

By 
Stephen Samara
Principal Contract Specialist (Acting)

9325 Skypark Court, Ste. 200
Local Address of Surety

San Diego, CA 92123
Local Address (City, State) of Surety

858-255-3988
Local Telephone No. of Surety

Premium \$ 3,806.00

Bond No. 024057901

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 }

On February 24, 2015 before me, Dana L. Michaelis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman
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 _____
Signature of Notary Public Dana L. Michaelis



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____

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

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

Certificate No. 6777866

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of November, 2014.



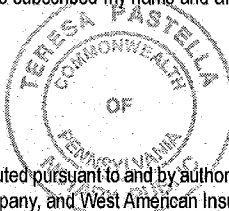
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of November, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of February, 2015.



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

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

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

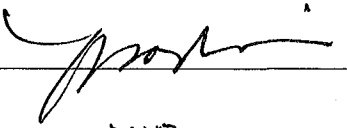
PROJECT TITLE: Allied Gardens Park Green Parking Lot

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;

Delta Builders

(Name under which business is conducted)

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

Signed 
Printed Name MIR MOSHIRI
Title PRESIDENT.

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Allied Gardens Park Green Parking Lot

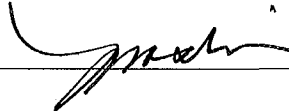
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

Delta Builders'

(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



Printed Name

MIR MOSHIRI

Title

PRESIDENT.

CONTRACTOR CERTIFICATION

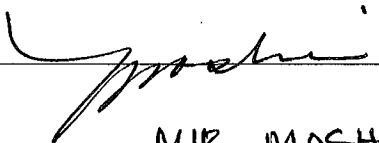
CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Allied Gardens Park Green Parking Lot

I declare under penalty of perjury that I am authorized to make this certification on behalf of Delta Builders, 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 22 Day of Feb., 2015.

Signed 
Printed Name MIR MOSHIRI
Title PRESIDENT.

AFFIDAVIT OF DISPOSAL

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

Allied Gardens Park Green Parking Lot

(Name of Project)

as particularly described in said contract and identified as Bid No. **L-15-5879-DBB-1**; SAP No. (WBS/IO/CC) **B-11069** 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 _____, _____.

by _____ Contractor

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Provide passive water quality treatment facilities in an existing parking lot. Includes creating new infiltration trenches, swales, and connection to existing drainage system, resurfacing and regrading existing parking lot, providing ADA compliant ramps and path of travel improvements to parking and building. It includes fencing, grading, walls, irrigation repairs and slope improvements per plans.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. This Notice Inviting Bids and Plans numbered **36952-1-D** through **36952-7-D**, inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$217,900.00**.
3. **LOCATION OF WORK:** The location of the Work is as follows:

**Allied Gardens Park Recreation Center, 5155 Greenbrier Avenue,
San Diego, CA 92120**
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **90 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
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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 SMBOLS

1-2 TERMS AND DEFINITIONS.

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

The Normal Working Hours are **7:30 AM to 4:00 PM.**

SECTION 2 – SCOPE AND CONTROL OF WORK

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

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.

2-5.3.1 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 indentified 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>

2-7 **SUBSURFACE DATA.** ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

1. Report of Geotechnical Evaluation dated May 5, 2009 by Ninyo & Moore and Associates.

5. The report(s) listed above is(are) available for review by contacting the City Project Manager or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/Allied%20Green%20Geotec%20SCSoil%20T/>

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

The Contractor shall be responsible for all surveying services.

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

SECTION 4 – CHANGES IN WORK

4-1.3.4 **Inspection Paid for by the Contractor.** To the City Supplement, ADD the following:

- **Welding**

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 less than 15 Working Days prior to Bid due date** and on the City’s Product Submittal Form available at:

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

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 your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

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

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

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

7-8.6 **Water Pollution Control.** ADD the following:

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

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 SUBSTITUTE 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 SDSshare 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 SDSshare 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 SDSShare site within 24 hours.

Copies of email communications shall be saved on to the City's SDSShare 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 in the Bid**, 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 SDSShare 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.

7-16.2.2 Weekly Updates Recipients. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Samir Mahmalji, Senior Engineer, smahmalji@sandiego.gov

Barry Kelleher, Project Engineer, bkelleher@sandiego.gov

Nestle Panganiban, Resident Engineer, npanganiban@sandiego.gov

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

9-3.2.5 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 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1 Requirements.

201-1.1.1 General. ADD the following:

Prepackage unmixed concrete shall not be allowed.

201-1.2.1 Portland Cement. ADD the following:

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

201-2.2.1 Reinforcing Steel. ADD the following:

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

SECTION 202 – MASONRY MATERIALS

ADD:

202-1.5 Permeable Brick. Permeable brick, used in the trench system shall be “EV Pavers” or approved equal. See Appendix “G”.

- a) Permeable brick shall be the color “sand” or approved equal.
- b) Permeable brick shall have a permeability rate not less than 2-inches per minute, unless approved by the Engineer.
- c) Permeable brick shall not be greater than 3-inches in thickness, unless approved by the engineer of work.
- d) Install permeable brick with no gaps or open joints.

SECTION 203 – BITUMINOUS MATERIALS

203-3.1 General. ADD the following:

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

203-6.3.1 Asphalt. ADD the following:

The asphalt concrete to be used will be as follows: base course - Type III Class B2 PG 64-10, finish course and overlay - 1 1/2 -inch thick (minimum) Type III Class C2 PG 64-10, conforming to Section 400-4 of the Standard Specifications for Public Works Construction.

SECTION 207 – PIPE

ADD:

207-17.1.1 Infiltration Trench Pipe.

“8-inch AASHTO Class I perforated pipe with half circumference perforations. 4 minimum numbers of rows with a minimum hole size of 5mm spaced in a staggered configuration, no more than 6-inches apart.”

SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS

**ADD:
212-4**

BIORETENTION SOIL MEDIA (BSM).

212-4.1

General. Bioretention Soil Media (BSM) is a formulated planting soil which consists of 60% to 70% washed sand and 30% to 40% compost on a volume basis, and shall be mixed at the plant site prior to delivery.

212-4.1.1

Sand for Bioretention Soil Media. The sand shall conform to ASTM C33 and a sieve analysis shall be performed in accordance with ASTM C 136 to demonstrate compliance with the gradation limits shown in Table 212-4.1.1 (A). The sand shall be thoroughly washed to remove fines, dust, and deleterious materials prior to delivery.

Table 212-4.1.1 (A) Sand Gradation Limits

Sieve Size	Percent Passing
3/8 inch	100
No. 4	60 - 100
No.10	40 - 100
No. 40	15 - 50
No. 200	0 - 5

Note: Coefficient of Uniformity ($C_u = D_{60}/D_{10}$) equal to or greater than 4

212-4.1.2

Compost. Compost shall be certified by the U.S. Composting Council’s Seal of Testing Assurance Program or an approved equal. Compost shall comply with the following requirements:

1. Organic Material Content shall be 35% to 75% by dry weight.
2. Physical contaminants (manmade inert materials) shall not exceed 1% by dry weight
3. pH shall be between 6.0 and 8.0
4. Soluble Salt Concentration less than 10 dS/m (Method TMECC 4.10-A, USDA and U.S. Composting Council)
5. Maturity (seed emergence and seedling vigor): greater than 80% relative to positive control (Method TMECC 5.05-A, USDA and U.S. Composting Council)
6. Stability (Carbon Dioxide evolution rate): less than 8 mg CO₂-C per g OM per day (Method TMECC 5.08-B, USDA and U.S. Composting Council)

7. Moisture: 40%-50% wet weight basis.
8. Select Pathogens: Pass US EPA Class A standard, 40 CFR Section 503.32(a).
9. Trace Metals: Pass US EPA Class A standard, 40 CFR Section 503.13, Tables 1 and 3.
10. Within gradation limits in Table 212-4.1.2 (ASTM D 422 sieve analysis or approved equivalent)

Table 212-4.1.2 (A) Compost Gradation Limits

Sieve Size	Percent Passing (by weight)
1 inch	99 to 100
½ inch	90 to 100
¼ inch	40 to 90
No. 200	2 to 10

212-4.2

BSM Suitability. The Contractor shall submit the source and location of BSM, a physical sample, and accompanying and current test results by a third party independent agronomic laboratory reflecting compliance with Contract Documents to the Engineer at least 30 Days prior to ordering materials.

No placement shall begin until test results confirm the suitability of the BSM. The Contractor shall submit a written request for approval which shall be accompanied by written analysis results from a written report of a testing agency registered by the State for soil evaluation which indicates compliance which states that the tested material proposed source complies with these specifications. Third party independent laboratory tests shall be paid for by the Contractor.

The BSM shall conform to the following requirements:

- a) pH range: 6.0-7.8
- b) Salinity less than 3.0 millimho/cm (electrical conductivity)
- c) Sodium adsorption ration (SAR) less than 3.0
- d) Chloride less than 150 ppm

The test results shall show the following information:

- a) Date of Testing
- b) Project Name
- c) The Contractor's Name

- d) Source of Materials and Supplier's Name
- e) Estimate of Quantity Needed
- f) pH
- g) EC
- h) Elements: phosphorus, potassium, iron, manganese, zinc, copper, boron, calcium, magnesium, sodium, sulfur, molybdenum, nickel, aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, mercury, selenium, silver, strontium, tin, and vanadium
- i) Sodium adsorption ratio
- j) Carbon/nitrogen ratio
- k) Moisture content
- l) Organic Content
- m) Recommendations for adding amendments, chemical corrections, or both.

BSM which requires amending to comply with these specifications shall be uniformly blended prior to importation. Third party independent laboratory test results reflecting compliance with above requirements shall be provided to the Engineer prior to the delivery of the BSM.

212-4.3 Delivery, Storage and Handling. The Contractor shall not deliver or place soils in frozen, wet, or muddy conditions.

The Contractor shall protect soils and mixes from absorbing excess water and from erosion at all times. The Contractor shall not store materials unprotected from large rainfall events. The Contractor shall not allow excess water to enter site prior to compaction. If water is introduced into the material after grading, the Contractor shall allow material to drain or aerate to optimum compaction moisture content.

212-4.4 Quality Control and Acceptance. Close adherence to the material quality controls herein are necessary in order to assure sufficient permeability to infiltrate runoff at a minimum rate of 5 inches per hour during the life of the facility, and to support healthy vegetation. Amendments may be included to adjust agronomic properties. Acceptance of the material will be based on test results conducted no more than 120 days prior to delivery of the blended BSM to the project site and certified to be representative. For projects installing more than 100 cubic yards of BSM, batch-specific tests of components and blended mix are required and locations of material batches shall be provided to the Engineer.

SECTION 213 – ENGINEERING FABRICS

ADD:
213-2.6

Root Control Barrier. Root control barrier shall be placed adjacent to new curb, curb and gutter and sidewalk where existing trees occur, as shown on plans. Root control barrier shall be placed to each side of trees to the extent of the tree canopy as directed by the City's Arborist.

Root control Barrier shall be as manufacture by Fiber Web, Inc. or approved equal and shall conform to the following specifications:

Fibers used in the manufacture of root control barrier substrate fabric shall consist of long chain synthetic polyolefins (at least 95% by weight) and a UV stabilizer. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other.

Nodules consisting of trifluralin, carbon black, and polyethylene compounded in a patented method utilizing time-released characteristics are permanently attached to the substrate fabric on 1-112 centers by a through injection molding process.

All substrate property values, with the exception of apparent opening size (AOS), in these specifications represent minimum average roll values (MARV) in the weakest principal direction (i.e., average test results of any roll in a lot sampled for conformance or quality assurance testing shall meet or exceed the minimum values provided herein). Values for AOS represent maximum average roll values.

Property values for the trifluralin are average run values.

Product labels shall clearly show the manufacturer or supplier name, style number, and roll number and shall include a compliance statement certifying that all ingredients and inspection standards for this product have been met.

Each root control product roll shall be wrapped with a protective EVOH bag and placed in a box that will protect the product from damage due to shipment, water, sunlight, and contaminants and to prevent premature release of herbicide. The protective wrapping shall be maintained during periods of shipment and storage.

During storage, root control product shall be elevated off the ground and out of direct sunlight. It shall remain sealed in EVOH protective bag inside shipping box at a temperature of not more than 110°F.

Overall Product Major Composition and Ingredients **Typical**

Active Chemical*: Trifluralin (a,a,a-Trifluro 2,6 - dinitro - N,N, - Dipropyl - p - toluidine)	17.5%
Inert Ingredients: 100% Spunbonded Polypropylene, Polyethylene and Carbon	82.5%

Typical Values

Trifluralin Characteristics Method	English	Metric	Test
Vapor Pressure (mm Hg@25° C)	1x10-4	1x10-4	EPA CG 1600
Solubility in Water (ppm @25° C)	<0.3	<0.3	EAP CG 1500

Maximum Values

Fabric Properties	English	Metric	Test Method
Unit Weight	3.9 oz. / yd.	130 g/m ²	ASTM D -52610
Grab Tensile Strength	130 lbs.	575 N	ASTM D-4632
Elongation at Break	60%	60%	ASTM D-4632
Puncture Strength	40 lbs.	175 N	ASTM D-4833
Trap Tear	60 lbs.	265 N	ASTM D-4533
Permittivity	0.7 sec.	0.7 sec.	ASTM D-4491
AOS (Max Value)	0.21 mm	0.21 mm	ASTM D-4751
Ultraviolet Stability	70% @ 500 hrs.	70% @ 500 hrs.	ASTM D-4355

*Test methods or revision numbers available on request (17.5% Average trifluralin in total composite, Min. of 20% trifluralin in nodules)

¹Available from ASTM, 1916 Race Street, Philadelphia, PA

**ADD:
213-2.7**

Certification. The Manufacturer shall provide to the Engineer a certificate stating the name, product name, style number, chemical composition and other pertinent information to fully describe the product. The Manufacturer is responsible for establishing and maintaining a quality control program to assure compliance with the requirements of the specification. Documentation describing the quality control program shall be made available upon request.

The Manufacturer's certificate shall state that the root control product meets requirements of the specification as evaluated under the Manufacturer's quality

control program. The certificate shall be attested to by a person having legal authority to bind the Manufacturer.

Product labels shall clearly show the manufacturer or supplier name, style number, and roll number and shall include a compliance statement certifying that all ingredients and inspection standards for this product have been met.

Each root control product roll shall be wrapped with a protective EVOH bag and placed in a box that will protect the product from damage due to shipment, water, sunlight, and contaminants and to prevent premature release of herbicide. The protective wrapping shall be maintained during periods of shipment and storage.

During storage, root control product shall be elevated off the ground and out of direct sunlight. It shall remain sealed in EVOH protective bag inside shipping box at a temperature of not more than 110°F.

ADD:

213-3 PLASTIC LINER.

213-3.1 General. This section applies to all areas to receive a plastic liner below the bioretention areas and below the pervious pavement areas to provide an impermeable barrier and prevent infiltration into the subgrade. This section also applies for the material required to provide a seal at each penetration that is associated with water service, gas service, sewer lateral and underdrain crossings and penetrations.

213-3.2 Submittal. The Contractor shall submit a Manufacturer’s Certificate in accordance with 2-5.3 that the material complies with this special provision.

213-3.3 Flexible Plastic Liner. PVC liners used for the lining below the pervious concrete pavement and bioretention areas shall meet the requirements of ASTM D-7176, Standard Specification for PVC geomembranes used in buried applications and shall conform to the requirements in Table 213-3.3(A).

TABLE 213-3.3 (A)

Property	Test	Unit	PVC 30
Thickness	ASTM D-5199	In	.030” +/-
Grab Tensile	ASTM D-882	kN/m (lb/in)	12.8 (73)
Tensile Elongation	ASTM D-882	%	380
Tensile	ASTM D-882	kN/m (lob/in)	5.6 (32)
Tear Strength	ASTM D-1004	N (lb)	35 (8)
Dimensional	ASTM D-1204	%	3.0

Property	Test	Unit	PVC 30
Low Temp. Impact	ASTM D-1790	C	-29
Index Properties			
Specific Gravity	ASTM D-792	g/cc	1.2
Water Extraction % Loss (mas.)	ASTM D-1239	%	0.15
Ave. Plasticizer	ASTM D-2124	--	400
Index Properties			
Volatile Loss	ASTM D-1203	%	0.7
Index Properties			
Soil Burial Break Strength	G160	%	5.0
Soil Burial Elongation	G160	%	20
Soil Burial Modulus at 100%	G160	%	20
Hydrostatic Resistance	ASTM D-751	kPa (psi)	690 (100)
Seam Strengths			
Shear Strength	ASTM D-882	kN/m (lb/in)	10 (58.4)
Peel Strength	ASTM D-882	kN/m (lb/in)	2.6 (15)

213-3.4 Field-Welded Joints. Field weld all joints in accordance with the manufacturer's recommendations. Adhesive, Chemical Fusion and Thermal Fusion Welding are all acceptable. Adhesives shall be in accordance with the manufacturer's recommendations.

213-3.5 Hose Clamps. All hose clamps shall be one piece 300 series stainless steel with worm gear. The hose clamps shall be suited for water environments. Alternative clamps may be submitted to the Engineer for approval.

SECTION 300 – EARTHWORK

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

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

The Contractor shall remove all items indicated on plans as necessary to complete the work and as directed by the Engineer

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

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

f) Root Pruning.

The Contractor shall be responsible for root pruning, removal and disposal of roots as follows:

1. Tree roots shall not be pruned or cut unless their removal is unavoidable or absolutely necessary. The City Arborist shall be notified prior to any operation known or suspected to involve cutting of more than:
 - A. Two roots, three (3) inches or more in diameter; and/or
 - B. Four (4) roots between two (2) and three (3) inches in diameter. The City Arborist shall be notified immediately in the event that roots in excess of that described above are cut, torn, ripped, or otherwise injured.
2. The Contractor shall avoid pruning roots within 10 feet of the trunk of the tree when possible.

Outside of the 10 foot range, the Contractor shall consider an alternative to cutting roots greater than 2" diameter. If no alternative is available cleanly cut root back to a sound wood lateral root as approved by the City Arborist.

3. Upon approval by the City Arborist, prior to any excavation, removal of curb, curb and gutter sidewalk, roadway pavement or other activity that will result in removal of soil and tree roots, the Contractor shall break existing improvements into manageable pieces with a jackhammer or pick and hand load the pieces onto a loader. The loader must remain on undisturbed pavement or off exposed roots. The Contractor shall not remove base rock that has been exploited by

established absorbing roots. All tree roots within a designated area will be pruned to a depth of fourteen (14) inches. Pruning shall occur with a Dosko Root Pruner, or equivalent, in accessible areas, and by hand in areas inaccessible to the root pruning machine. All other root pruning shall be done by hand with approved tools.

4. Removal of roots greater than one (1) inch diameter or parts of roots that are injured or diseased should be performed as follows:
 - A. Preserve the root bark ridge (similar in structure and function to a branch bark ridge). Directional root pruning is the recommendation technique and should be used during hand excavation around tree roots. Roots are similar to branches in their response to pruning practices. With directional root pruning, objectionable and severely injured roots are properly cut to a lateral root, if possible, that is growing downward or in a favorable direction.
 - B. All roots needing to be pruned or removed shall be cut cleanly with sharp hand tools, with oversight by the City Forester or Project Consulting Arborist. No wound dressings shall be used.
 - C. Recommended root pruning tools:
 - a) Scissor-type lopper.
 - b) Scissor-type pruner.
 - c) Large and small hand saws.
 - d) Wound scriber.
 - e) Trowel or small shovel.
 - f) Garden Fork.
 - g) Hand broom.
5. The Contractor shall apply untreated wood chips over the exposed area within one hour of pruning, then, wet the chips and base rock and keep moist until AC overlay surface is applied. Remove wood chips prior to construction of asphalt concrete surface.
6. The Contractor shall install root barriers per plans as directed by the City Arborist and in compliance with root control barrier manufacturer's recommendations.

300-1.4 Payment. DELETE and SUBSTITUTE with the following:

Payment for clearing and grubbing shall be made at lump sum bid price and shall include full compensation for sawcutting, tree root pruning, demolition, removal and disposal of all items shown on the plans or required to be removed in order to construct the improvements and no additional compensation will be allowed therefor.

Where indicated, the unit price bid for Root Control Barrier shall constitute full payment for furnishing, and installing root control barriers complete and in place and functional and in accordance with contract drawings and manufacturer specifications, and no additional payment will be made therefor.

300-1.4.6 Payment. ADD the following:

Payment for all removal and disposal of all bituminous and concrete pavement, curb, gutters, cross gutters, sidewalks, driveways, grading of roadway, including any excess excavation as a result of wet subgrade or existing thicker asphalt pavement, shall be made at the bid unit price per cubic yard for Unclassified Excavation and no additional compensation shall be allowed.

300-2 UNCLASSIFIED EXCAVATION.

300-2.1 General. Unclassified excavation shall consist of all excavation, including but not limited to roadway, bituminous pavement, and concrete pavement, curb, gutters, cross gutters, driveways and sidewalks, excluding removal work associated with construction of access ramps.

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

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. DELETE this section and SUBSTITUTE with the following:

The top twelve inches of all subgrade material shall be placed at or above optimum moisture content, in lifts six to eight inches thick, with each lift compacted by mechanical means. Subgrade material shall consist of approved earth material, free of trash or debris, roots, vegetation, or other deleterious materials determined to be unsuitable by the Engineer. Additionally, subgrade material shall be free of rocks or lumps of soil in excess of three inches in maximum dimension.

The upper twelve inches of subgrade beneath paved areas and six inches beneath curb and gutter shall be compacted to 95 percent of the materials maximum dry density as determined by ASTM Test Method 1557-91. This compaction shall be obtained just prior to placing the aggregate base material. The compacted sub grade will be proof rolled with a loaded water truck of not less than 4000-gallon capacity to identify yielding subgrade areas. In the areas that are identified as yielding, the Contractor shall perform additional excavation of native soil below the depth of the structural section, and placement and compaction of aggregate base will be required. Additional over-excavation and placement of aggregate base in yielding areas will be paid for under Unclassified Excavation and Construct Aggregate Base bid items (“Construct AB”) as indicated in the bid schedule, and no additional compensation shall be made therefor.

SECTION 302 – ROADWAY SURFACING

302-1 COLD MILLING OF EXISTING PAVEMENT.

302-1.8 Disposal of Millings. ADD the following:

Removal shall consist of planning and cutting the pavement where indicated and removing the loosened materials. No aggregate shall remain on the project at the end of each workday. The Contractor shall provide thorough sweeping of pavement after grinding. Aggregate material loosened and directly removed shall become the property of the Contractor and shall be disposed of off the side in accordance with Section 300-2.6.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. ADD the following:

Asphalt Concrete shall conform to the requirements of Section 400 of the Standard Specification and as modified herein. Bituminous pavement removals shall conform to the provisions of the subsection 300-2.2 and as modified by these Special Provisions.

Application Control- Minimize over spray of tackifying emulsion onto nontarget surfaces. Minimize the amount of hopper and roller release fluid used.

Sawcutting, Coring and Pothole Management – Sawcutting asphalt concrete or concrete pavement or concrete must be conducted with immediate vacuum pickup of cooling water. Dispose of sawcutting wastewater in the designated concrete washout facility or by disposing of offsite. Payment for sawcutting, coring and potholing BMPs will be included in the contract price bid for asphalt pavement. No additional payment will be made.

Material Use and Waste Management – Grade sub-base materials and base materials

302-5.8 Manholes (and other structures). ADD the following:

302-5.8.2 Adjustment of Water Valve Covers Sewer Cleanouts and Water Meter Boxes.

Existing items, where indicated on the Plans, “To be adjusted to grade” shall be adjusted to grade by the Contractor.

Water valves shall be protected in place and shall be accessible at all times during construction.

302-5.9 Measurement and Payment. ADD the following:

Asphalt Concrete shall be measured by the ton weight of the combined mixture(s). The weight shall be determined as provided in Subsection 302-5.9 of the Standard Specifications. Payment for Asphalt Concrete shall include full compensation for all labor, materials, tools, equipment, tack coat, compliance with test requirements, spill

protection and fluid containment, absorbent under layers and all incidentals involved in furnishing and placing asphalt concrete to the lines and grades specified by the Engineer, and no other payment shall be made.

Payment quantities shall be determined by the Engineer based on delivery tare tickets minus appropriate adjustments, if any, for excessive unplaced materials. The amount of unplaced materials shall be determined at the sole discretion of the Engineer.

If the Contractor elects to verify the Engineer's adjustment for excessive material with tare tickets of the actual weight of unused materials, the total cost of such verification, including transportation, weight fees, labor and stand-by inspection times shall be borne entirely by the Contractor and at no additional expenses to the City.

Payment for adjustment of manhole covers, water valve box and covers, sewer cleanouts, water meter boxes, Remove and Replace Ex. Grate Inlet (Rim and Grate only) and gas valve frames and covers shall be at the contract unit price for each and shall include all materials, equipment, labor, and incidentals and no additional compensation shall be made therefore.

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

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

There is no reference to Appendix "G" in the spec. ADD the following:

303-8.9 Measurement and Payment. ADD the unit price bid for EV Pavers – Color: "Sand" shall constitute full payment for furnishing, and installing pavers complete and in place and functional and in accordance with Appendix "G" and all contract drawings and other applicable manufacturer specifications, and no additional payment will be made therefor.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

306-1.6 **Basis of Payment for Open Trench Installations.** ADD the following:

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

The unit bid price per pipe does not include materials paid separately in item 308.7.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

ADD:
308-2.5

Bioretention Soil Media. Bioretentions Soil Media (BSM) shall be thorough mixed prior to delivery using mechanical mixing. BSM shall be lightly tamped by hand and placed in loose lifts no greater than 6” to ensure proper compaction. Compaction within the BSM area will not exceed 75% standard proctor within the designed depth of the BSM.

Machinery shall not be used in the bioretention facility to place the BSM. A conveyor or spray system shall be used for media placement in large facilities.

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

BSM and ¾ inch clean gravel shall be measured and paid per Cubic foot installed. The installation for the pervious backfill material as specified in the Contract Documents and as directed by the Engineer shall be included in the payment.

Payment for installation of root control barrier shall be made at SQ. FT. bid price and shall include full compensation for root control barrier installation, and no additional compensation shall be made therefor.

Plastic Liner (aka, geotech barrier), Root Control Barrier, and Filter Fabric shall be measured and paid per square foot installed as specified in the Contract Documents and as directed by the Engineer and in accordance with manufacturer’s written recommendations on approved submittals and no additional payment will be made therefor.

Coarse Sand bedding for EV pavers installed as Additive Alternate “A” shall be measured and paid per cubic foot and shall constitute full payment for all labor, materials, and equipment necessary to install bedding complete and in-place in

accordance with Contract Documents and written manufacturer specifications on approved submittals.

- 308-9 Measurement and Payment.** Coarse Sand bedding for EV pavers installed as Additive Alternate "A" shall be measured and paid per cubic foot and shall constitute full payment for all labor, materials, and equipment necessary to install bedding complete and in-place in accordance with Contract Documents and written manufacturer specifications on approved submittals.

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

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

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

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 Allied Gardens Park Green Lot**, as referenced in the Contract Appendix A. 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.: B-11069.02.01

PROJECT TITLE: ALLIED GARDENS GREEN LOT

PROJECT LOCATION-SPECIFIC: The project site is located at 5155 Greenbrier Avenue, within the Navajo Community Planning area.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: ALLIED GARDENS GREEN LOT- The project would provide passive water quality collection and infiltration trenches, and drainage improvements in an existing parking lot. Resurfacing and re-grading the existing parking lot, fencing and retaining wall repair, and providing ADA ramps and path of travel improvements from parking to building entrances is also proposed. All work will be done in previously graded and developed areas and does not involve an expansion of use of the existing facility.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: ~~Barry Kelleher, Public Works Department-~~
~~Engineering and Capital Projects~~
600 B Street, MS 908A, San Diego, CA 92101
Phone: 619-533-5219

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))
- CATEGORICAL EXEMPTION: 15301- Existing Facilities, 15302- Replacement or Reconstruction, and 15303- New Construction or conversion of small structures.
- STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego prepared a Mitigated Negative Declaration (MND Project No. 134590) for the Urban Runoff Management Plans (URMP) which was certified by City Council on January 22, 2008 (Resolution No. 303352). The URMP MND which specifically allows for the inclusion of Green Street - Infiltration Projects, analyzed the potential for significant impacts to Land Use (Multiple Species Conservation Program/Multi-Habitat Planning Area), Historical Resources (Archaeology) and Paleontological Resources, and contains mitigation measures to address those potential impacts. The URMP MND assumed that future projects would be further evaluated for consistency in accordance with CEQA Section 15162 and would implement all applicable mitigation measures identified in a subsequent Addendum. The subject project was evaluated for consistency with the URMP MND and although it's a project type identified in the URMP, the site is devoid of sensitive biological resources, no portion of the site is located within or directly adjacent to the City's MSCP/MHPA and it is not located on the City's Historical Resources Sensitivity Map. The project will not require excavation at or below a depth of 10 feet, so impacts to Paleontological Resources are not anticipated. As a result, the project would not be subject to any of the mitigation measures identified in the URMP MND and therefore, meets the Categorical Exemption criteria set forth in the CEQA State Guidelines Section 15301(c) [Existing Facilities], which allows for the minor alteration of existing streets, sidewalks, gutters, and similar facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; Section 15302 [Replacement or Reconstruction], which allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; Section 15303 [New Construction or Conversion of Small Structures], which allows for construction and location of limited numbers of new, small facilities or structures; and where the exceptions listed in Section 15300.2 would not apply.

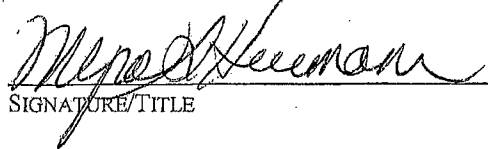
LEAD AGENCY CONTACT PERSON: Myra Herrmann

TELEPHONE: (619) 446-5372

IF FILED BY APPLICANT:

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

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

 SENIOR PLANNER
SIGNATURE/TITLE

October 19, 2012
DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
 SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR 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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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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 (EXHIBIT A) Hydrant Meter

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u>	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: <input type="text"/>	<input type="checkbox"/>	Check Box if Reclaimed Water

Company Information

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

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

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter		
Contract Acct #:	Deposit Amount: \$ 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	\$80,000.00	\$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
HYDROSTATIC DISCHARGE FORM

Hydrostatic Discharge Requirements Certification (Discharge Events \geq 325,850 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. R9-2010-0003, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/R9-2010-0003.pdf), and as follows:

Discharged water has been dechlorinated to below 0.1 (mg/l) level; and effluent has been maintained between 6 and 9 (pH) based on:

Is Discharge Within Limits?

Comment/Action Taken

Event #	Discharge Date	Item Tested	Duration	Amount (gpd)	Description of the Proposed Discharge	Method and Test Result	Is Discharge Within Limits?		Comment/Action Taken
							YES	NO	
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							

Qualified Personnel Conducting Tests (Print Name):

SAP No.(s):

***Signed:**

Project Name:

* By signing, I hereby certify and affirm under penalty of perjury that all of the statements and conditions for hydrostatic discharge events are correct.

Have any thresholds been exceeded? Per Order No. R9-2010-0003, would this be a reportable discharge and must be reported **within 24 hours** of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

Flow for the project is:

		Courts	Lots, Building and Run on	Total
Existing	Q	1.45cfs	7.88cfs	9.3cfs
	Area	0.34ac	4.15ac	4.5ac
	Tc	6.75min	15.31min	N/A
		Total Project		Total
Proposed	Q	6.32cfs		6.3cfs
	Area	4.50ac		4.5ac
	Tc	15.52min		15.52min

The surface drainage patterns on site have changed in the proposed condition, however this diversion is only for water quality purposes and does not change the confluence of the overall watershed.

DISCHARGE IS TO THE EXISTING, STORM DRAIN SYSTEM.

APPENDIX F
HAZARDOUS LABELS/FORMS

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

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

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

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

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -
B	INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)	CAS Number
E	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>
F	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS
G	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	QUANTITY RELEASED TIME OF RELEASE DURATION OF RELEASE — DAYS — HOURS — MINUTES
H	ACTIONS TAKEN	
I	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information) <input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____ <input type="checkbox"/> CHRONIC OR DELAYED (explain) _____ <input type="checkbox"/> NOTKNOWN (explain) _____	
J	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS	
K	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)	
L	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type) _____ SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____	

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

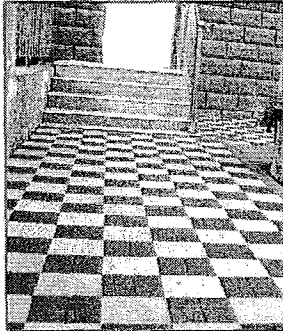
**State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655**

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

APPENDIX G

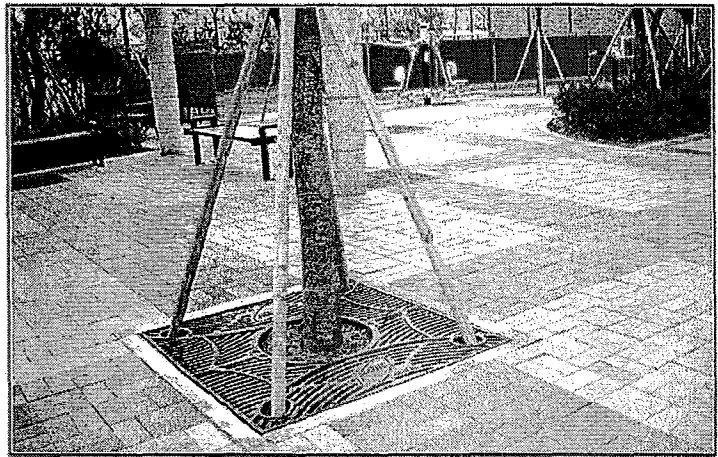
EV PAVER

EV PAVER



EV PAVER is a highly permeable ceramic based paver with permeability rate of 2 in./min. It can reduce up to 100% storm water run off and maximize underground water recharge.

EV PAVER is made of sand, natural clay, natural quartz and feldspar. It is a much better choice over cement-based paving materials due to its clear advantage in environmental benefits and low maintenance requirement.



Test Results

	Avg.	Min	Max
ASTM C170 Compression Strength (psi), dry condition	10,176	9,812	10,696
ASTM C170 Compression Strength (psi), wet condition	9,755	9,298	10,012
ACTM C1028, Static Coefficient of Friction, dry condition	0.95	N/A	N/A
ACTM C1028, Static Coefficient of Friction, wet condition	0.89	N/A	N/A

EV PAVER Corporation 2100 E Howell Ave, Suite 209, Anaheim, CA 92806

Tel: +1 714-938-1015, FAX: +1 949-203-2235, www.evpaver.com, info@evpaver.com

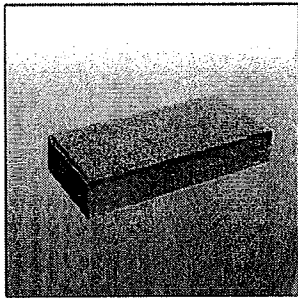
Products

EV Paver is current available in five colors: buff, sand, brown, Iron gray and red. Customized colors are available as special orders. Sizes available are:

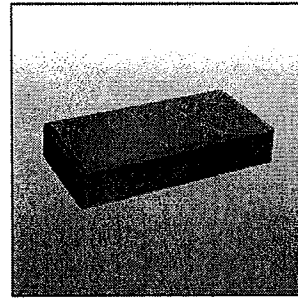
4"x4": 98mm (3 3/4") x 98mm (3 3/4") x 60mm (2 3/8") thickness

4"x8": 98mm (3 3/4") x 198mm (7 3/4") x 60mm (2 3/8") thickness

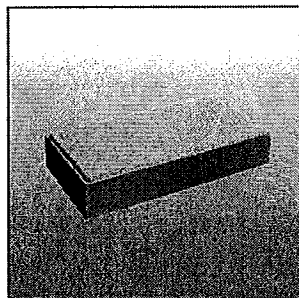
8"x8": 198mm (7 3/4") x 198mm (7 3/4") x 60mm (2 3/8") thickness



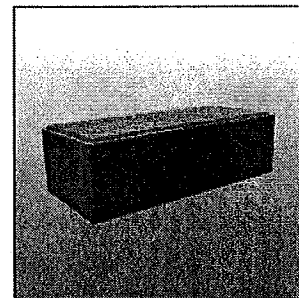
Color: Coffee Brown



Color: Red



Color: Sand



Color: Iron Grey

Applications of EV PAVER

- public plazas
- courtyards
- shopping centers
- crosswalks
- parking lots

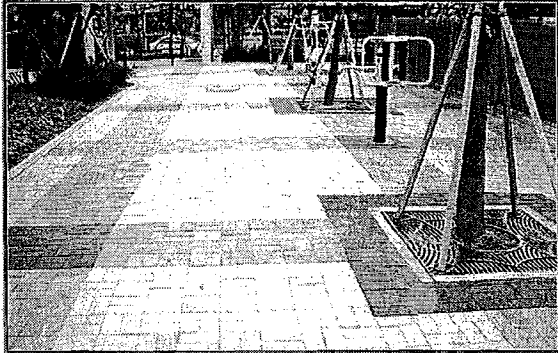
EV PAVER Corporation 2100 E Howell Ave, Suite 209, Anaheim, CA 92806

Tel: +1 714-938-1015, FAX: +1 949-203-2235, www.evpaver.com, info@evpaver.com

2

Benefits to Environment

Tests show that storm water can penetrate EV PAVER at the rate of 2 inches per minute. Therefore the EV PAVER benefits the environment by:



- Preventing storm water run off, and increase the underground water supply
- Preventing soil erosion caused by storm water run off
- Preventing solid waste from entering rivers, ocean and underground water supply

Benefits in LEED® Certification

As a highly permeable paver, EV PAVER may help contractors in claiming the following LEED® points.

According to research report (“Permeable Paver Research Summary”, Lake County Forest Preserves, 2003), permeable paver Qualifies for:

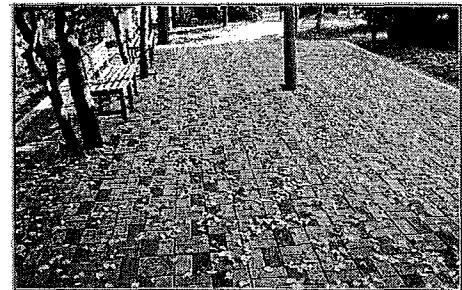
Credit 6 LEED® : Limits disruption of natural water flows by minimizing storm water runoff, increases on-site infiltration, and reduces contaminants, and

Credit 7 LEED® : Reduces heat island affect (light colored pavers).

By using EV Paver, your project may also be eligible for the following LEED® credits:

SS Credit 5.1 Site Development

Protect or Restore Habitat: Since EV Pavers are delivered to the jobsite ready to set, they require very minimal site disturbance to install.



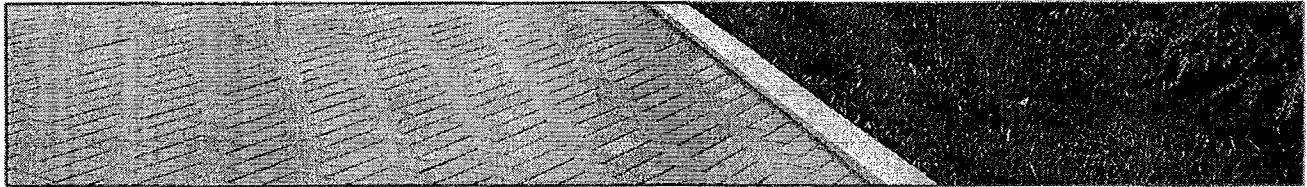
GIB Credit 6 Green Infrastructure & Buildings

Minimize Site Disturbance in Design and Construction: EV Paver installs in small footprint and can utilize existing utilities, minimizing site disturbance. For more information on obtaining LEED® credits, please visit the stormwater management section at www.usgbc.org.

EV PAVER Corporation 2100 E Howell Ave, Suite 209, Anaheim, CA 92806

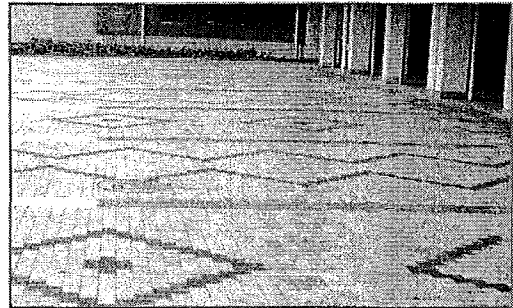
The Advantage of EV PAVER's Ceramic-Based Pavers

- Minimum compressive 9200 p.s.i., the highest in the Industry
- Can be installed without gaps to obtain smooth surface
- Because it is ceramic-based, its color will not fade over time
- Easy maintenance: It can be easily power washed



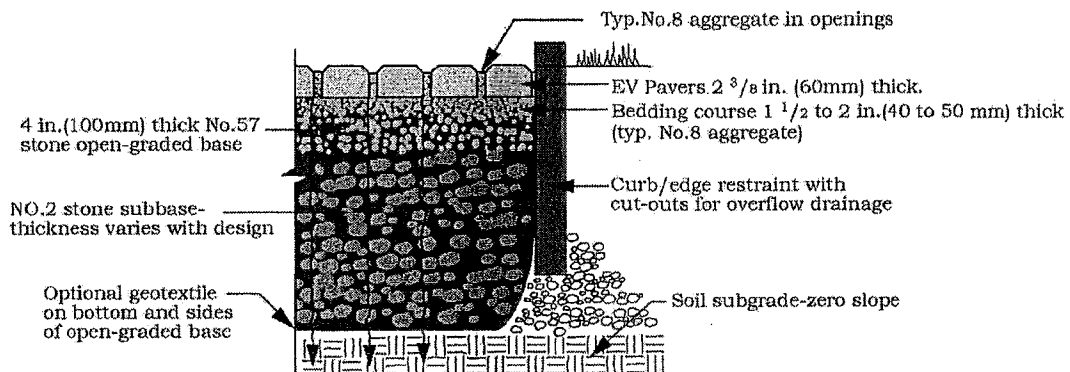
Applications of EV PAVERs

- public plaza
- crosswalks
- courtyards
- parking lots
- shopping centers



Installation Guidelines

The installation shown below utilizes a 4"x8" EV Paver. Installation may vary with each design. Consult ICPI permeable interlocking concrete pavement manual for more installation details. Visit ICPI website at: <http://www.icpi.org/>.

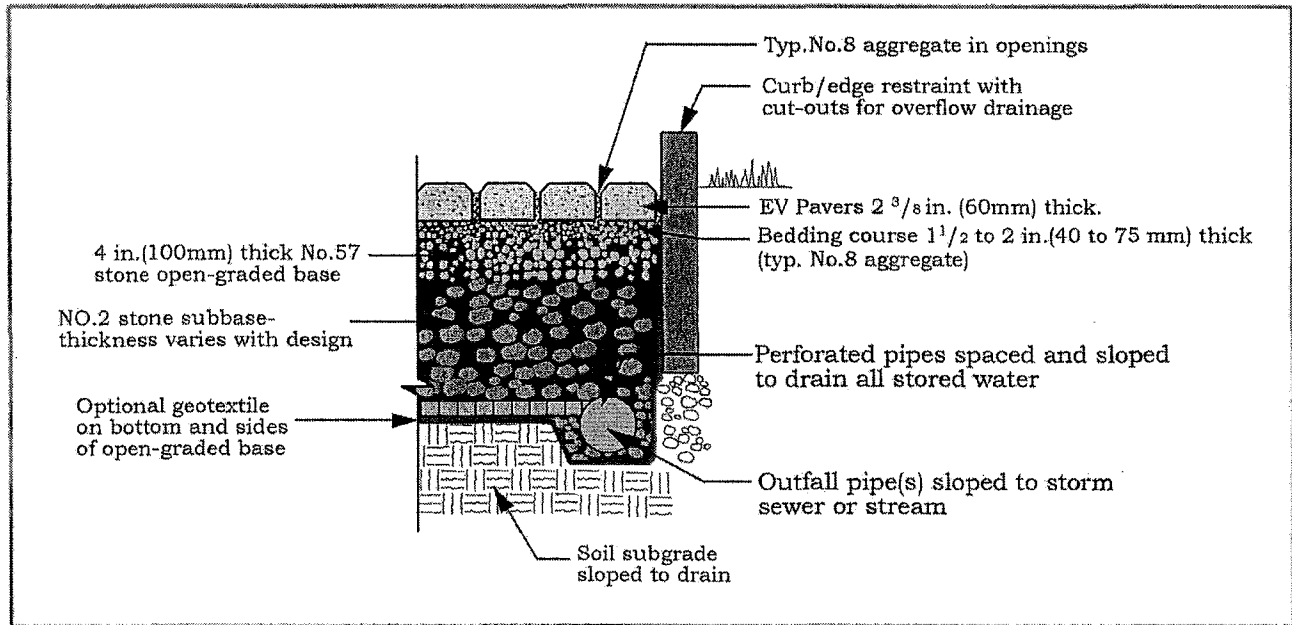


Typical design for "full exfiltration"

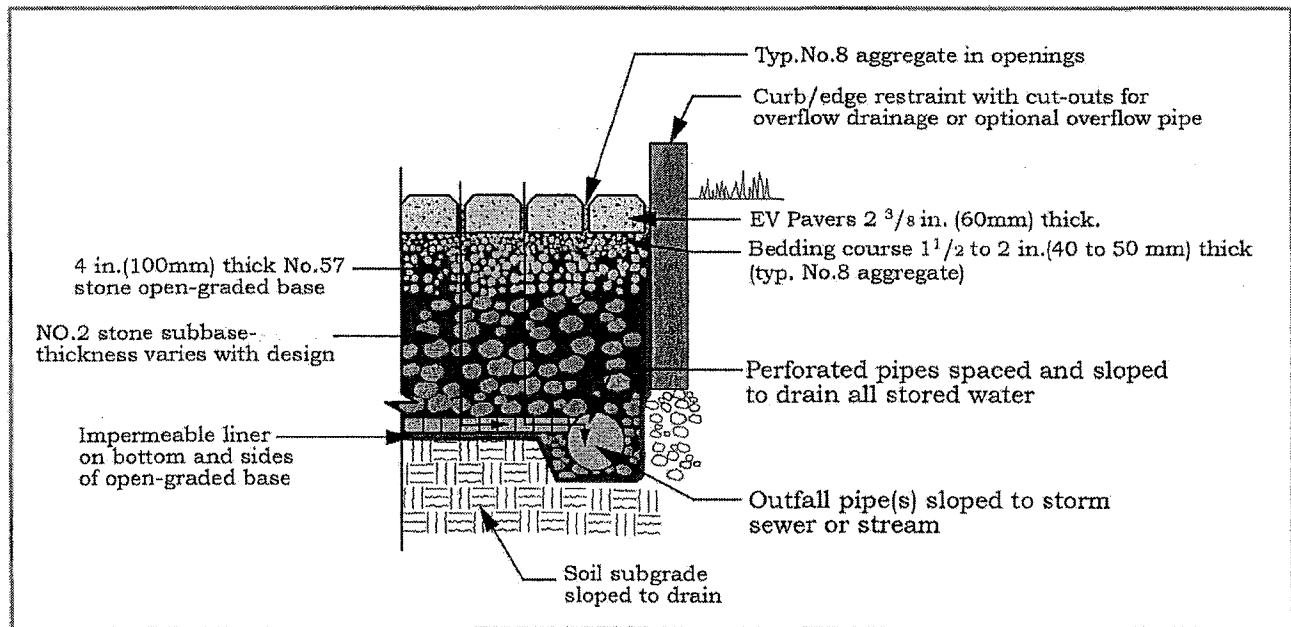
EV PAVER Corporation 2100 E Howell Ave, Suite 209, Anaheim, CA 92806

Tel: +1 714-938-1015, FAX: +1 949-203-2235, www.evpaver.com, info@evpaver.com

Installation Guidelines



Typical design for "partial exfiltration"



Typical design for "no exfiltration"

EV PAVER Corporation 2100 E Howell Ave, Suite 209, Anaheim, CA 92806

Tel: +1 714-938-1015, FAX: +1 949-203-2235, www.evpaver.com, info@evpaver.com

ATTACHMENT F
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THE CITY OF SAN DIEGO

Public Works Department
Public Works Contracts
1010 Second Avenue, Suite 1400
San Diego, CA 92101
(619) 533-3450

FAX TRANSMITTAL

Date: February 11, 2015

The following 4 pages (including this cover) are intended for:

To: Estimator
Company: Delta Builders
FAX # (760) 602-8484
Phone # (760) 602-8484

From: Rosa Riego
Division: Contracting Division
FAX # 619-533-3633
Phone # 619-533-3426

RE: Bid # L-15-5879-DBB-1 – Allied Gardens Park Green Lot

COMMENTS:

In tabulating the bid results of subject project, we have found that the ESTIMATED TOTAL BASE BID is \$176,551.00 NOT \$176,011.00 ESTIMATED TOTAL BASE BID PLUS ALTERNATE A is \$187,071.00 NOT \$186,531.00 as per your bid.

I ACKNOWLEDGE THE CORRECTED amount.

Please FAX acknowledgement/concurrence of the correct amount, by 4:00pm today.

Mir Moshiri
Mir Moshiri

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

2-11-15

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

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

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **Allied Gardens Park Green Lot**, 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	Payment Reference	NAICS	Description	Unit Price	Extension
BASE BID							
1	1	LS	2-4.1	237990	Bonds (Payment and Performance)	 	\$ 4000.
2	1	LS	7-10.2.6	237310	Traffic Control	 	\$ 2000.
3	1	LS	9-3.4.1	237310	Mobilization	 	\$ 2500.
4	1	AL	9-3.5		Field Orders - Type II	 	\$25,000.00
5	1	LS	701-13.9.5	541330	Water Pollution Control Program Development	 	\$ 1000.
6	1	LS	701-13.9.5	237310	Water Pollution Control Program Implementation	 	\$ 1000.
7	1	LS	300-1.4	238910	Clearing and Grubbing	 	\$ 2000.
8	565	CY	300-2.9	237310	Unclassified Excavation	\$ 10.	\$ 5680.
9	24,850	SF	302-1.12	237310	Cold Mill AC Pavement 0 - 1.5-inch	\$ 0.35	\$ 8697.50
10	24,850	SF	302-5.9	237310	1.5-inch AC Overlay	\$ 0.90	\$ 22,365.
11	120	TON	302-5.9	237310	3-inch AC	\$ 90.	\$ 10,800.
12	390	TON	301-1.3	237310	A.B. (10-inch) Crushed Aggregate Base	\$ 19.	\$ 6,840.
13	295	LF	303-5.9	237310	6-inch Curb and Gutter	\$ 28.	\$ 8,260.

JM
7410.
RFB

City of San Diego

CONTRACTOR'S NAME: Moshiri Enterprises, dba, DELTA BUILDERS

ADDRESS: 2235 FARADAY AVENUE, SUITE S, CARLSBAD, CA. 92008

TELEPHONE NO.: 760-602-8484 FAX NO.: 760-602-8444

CITY CONTACT: Damian Singleton, Contract Specialist, Email: Dsingleton@sandiego.gov

Phone No. (619) 533-3482, Fax No. (619) 533-3633

B. Kelleher / B. Doringo / ls

CONTRACT DOCUMENTS

FOR



ALLIED GARDENS PARK GREEN LOT

VOLUME 2 OF 2

BID NO.:	<u>L-15-5879-DBB-1</u>
SAP NO. (WBS/IO/CC):	<u>B-11069</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>7</u>
PROJECT TYPE:	<u>CC / BE</u>

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY .
- 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. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 6
- 3. Contractors Certification of Pending Actions 7
- 4. Equal Benefits Ordinance Certification of Compliance..... 8
- 5. Proposal (Bid)..... 9
- 6. Form AA35 - List of Subcontractors 14
- 7. Form AA40 - Named Equipment/Material Supplier List 15
- 8. Form AA45 - Subcontractors Additive/Deductive Alternate..... 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 N/A
- (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 N/A

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 Moshiri Enterprises, dba, DELTA BUILDERS

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



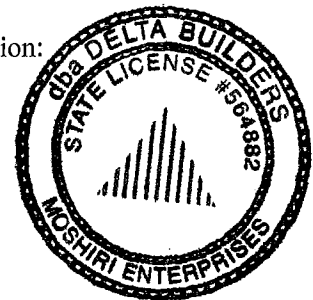
(Signature)

Mir Moshiri

(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) 2235 FARADAY AVENUE, SUITE S.

(5) City and State CARLSBAD, CA. Zip Code 92008

(6) Telephone No. 760-602-8484 Facsimile No. 760-602-8444

(7) Email Address moshiri@aol.com

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A & B

LICENSE NO. 564882 EXPIRES 12/31/2015

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

Email Address: deltabuilders@aol.com

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.

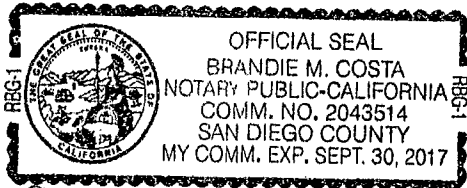
Signature *[Handwritten Signature]* Title PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 10 DAY OF Feb. , 2015

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

 [Handwritten Signature]

(NOTARIAL SEAL)



City of San Diego
BID NO: L-15-5879-DBB-1

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.

BIDDING DOCUMENTS

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106

State of California)
) ss.
County of SAN DIEGO)
MIR MOSHIRI)

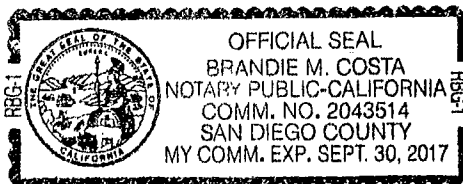
MIR MOSHIRI, being first duly sworn, deposes and says that he or she is PRESIDENT of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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.

Signed: [Signature]
Title: PRESIDENT

Subscribed and sworn to before me this 10 day of Feb 2015
Brandie M. Costa
Notary Public

(SEAL)



City of San Diego

BID No: L-15-5879-DBB-1

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: DELTA BUILDERS

Certified By MIR MOSHIRI Title PRESIDENT

Name


Signature

Date 2-5-15

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: Moshiri Enterprises, dba, DELTA BUILDERS Contact Name: MIR MOSHIRI
Company Address: 2235 FARADAY AVENUE, SUITE S, CARLSBAD, CA. Contact Phone: 760-602-8484
Contact Email: deltabuilders@aol.com

CONTRACT INFORMATION

Contract Title: MIR MOSHIRI 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.

MIR MOSHIRI, PRESIDENT.

Signature

2-5-13

Name/Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: [] Approved [] Not Approved - Reason:

(Rev 02/15/2011)

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **Allied Gardens Park Green Lot**, 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	Payment Reference	NAICS	Description	Unit Price	Extension
BASE BID							
1	1	LS	2-4.1	237990	Bonds (Payment and Performance)	 	\$ 4,000.
2	1	LS	7-10.2.6	237310	Traffic Control	 	\$ 2,000.
3	1	LS	9-3.4.1	237310	Mobilization	 	\$ 2,500.
4	1	AL	9-3.5		Field Orders - Type II	 	\$25,000.00
5	1	LS	701-13.9.5	541330	Water Pollution Control Program Development	 	\$ 1,000.
6	1	LS	701-13.9.5	237310	Water Pollution Control Program Implementation	 	\$ 1,000.
7	1	LS	300-1.4	238910	Clearing and Grubbing	 	\$ 2,000.
8	565	CY	300-2.9	237310	Unclassified Excavation	\$ 10.	\$ 5,680.
9	24,850	SF	302-1.12	237310	Cold Mill AC Pavement 0 – 1.5-inch	\$ 0.35	\$ 8,697.50
10	24,850	SF	302-5.9	237310	1.5-inch AC Overlay	\$ 0.90	\$ 22,365.
11	120	TON	302-5.9	237310	3-inch AC	\$ 90.	\$ 10,800.
12	390	TON	301-1.3	237310	A.B. (10-inch) Crushed Aggregate Base	\$ 19.	\$ 7,410. 7410. P.T.R.
13	295	LF	303-5.9	237310	6-inch Curb and Gutter	\$ 28.	\$ 8,260.

BIDDING DOCUMENTS

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
14	80	LF	303-5.9	237310	6-inch Curb	\$ 24.	\$ 1920.
15	110	LF	303-5.9	237310	Retaining Curb per C-9 (Type-A)	\$ 28.	\$ 3080.
16	130	LF	303-5.9	237310	Concrete Channel (at Courts)	\$ 39.	\$ 5070
17	360	SF	303-4.1.5	238110	Split Face Retaining Wall	\$ 28	\$ 10080.
18	300	SF	303-5.9	237310	Cross Gutter	\$ 9.	\$ 2700.
19	2	EA	303-5.9	237310	Concrete Driveway	\$ 1890.	\$ 3780.
20	1	EA	303-5.10.2	237310	Curb Ramp Type A w/Stainless Steel Detectable Warning Tiles	\$ 4200.	\$ 4200.
21	1	EA	303-5.10.2	237310	Modified Curb Ramp Type A w/Stainless Steel Detectable Warning Tiles	\$ 1100.	\$ 1100.
22	1	EA	301-1.7	237310	Remove and Replace Ex. Grate Inlet (Rim and Grate only)	\$ 400.	\$ 400.
23	580	SF	303-8.9	237310	EV Pavers - Color: "Sand"	\$ 8.5	\$ 4930.
24	1,690	CF	308-7	561730	Bioretention Soil Media (BSM)	\$ 2.5	\$ 4225.
25	575	CF	308-7	237310	3/4-inch Clean Gravel	\$ 5.5	\$ 3162.50
26	375	LF	306-1.6	237110	Install 8-inch PVC Drainage Pipe	\$ 19.	\$ 7125.
27	9	EA	306-1.6	237110	Cleanout (8"-Risers)	\$ 510.	\$ 4590.
28	3,120	SF	308-7	561730	Plastic Liner (Geotech Barrier)	\$ 2.1	\$ 6552.
29	2,340	SF	308-7	561730	Filter Fabric	\$ 2.1	\$ 4914.
30	1	EA	304-3.4	238990	Remove and Replace Ex. Swinging Gate.	\$ 2000	\$ 2000.

BIDDING DOCUMENTS

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension	
31	1	EA	306-9.7	237110	Televising of Underdrains	\$ 1700.	\$ 1700.	
32	1	LS	314-4.3.7	237310	Signing, Striping and Pavement Markers	 	\$ 3300.	
33	400	SF	308-7	561730	Root Control Barrier	\$ 2.6	\$ 1040.	
ESTIMATED TOTAL BASE BID								\$ 17601. 17651 PIR
ADDITIVE ALTERNATE "A"								
1	1	LS	300-1.4	238910	Demolition Associated with Alternate "A"	 	\$ 5000.	
2	250	SF	303-8.9	237310	EV Pavers - Color: "Sand"	\$ 20.	\$ 5000.	
3	65	CF	308-7	237110	Coarse Sand	\$ 8.	\$ 520.	
ESTIMATED TOTAL ADDITIVE ALTERNATE "A"								\$ 10,520
ESTIMATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE "A"								\$ 186,531. 187,071 PIR

TOTAL BID PRICE FOR BID (Items 1 through 33 PLUS Additive Alternate "A", items 1 through 3, inclusive) amount written in words:

ONE HUNDRED EIGHTY SIX THOUSAND FIVE HUNDRED THIRTY ONE DOLLARS.

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: 0

BIDDING DOCUMENTS

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

MIR MOSHIRI , PRESIDENT.

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

Bidder: DELTA BUILDERS , Moshiri Enterprises MIR MOSHIRI

Title: PRESIDENT

Business Address: 2235 FARADAY AVE. suite, 5 Carlsbad, Ca. 92008

Place of Business: same as the above.

Place of Residence: _____

Signature: 

BIDDING DOCUMENTS

NOTES:

- A. The City shall determine the low Bid based on the Base Bid plus Additive Alternate: “A”.
- B. After the low Bid has been determined, the City may, at its sole discretion, award the Contract for the Base Bid alone or for the Base Bid plus any combination of alternates.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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 ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>MILLER PAVING.</u> Address: <u>9236 OLIVE DR.</u> City: <u>SPRING Valley</u> State: <u>Ca.</u> Zip: <u>91977</u> Phone: <u>619-465-3729</u> Email: _____		<u>280876</u>	<u>Asphalt.</u>	<u>35000.</u>			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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 | | |

0.1870
REP

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 SDVOSE	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	SDVOSE		

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.

BIDDING DOCUMENTS

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

Bidder shall list all Subcontractors described in the Bidder's *Base Bid* whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder's *Base Bid* who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%.. 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**.

ADDITIVE/ DEDUCTIVE ALTERNATE	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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

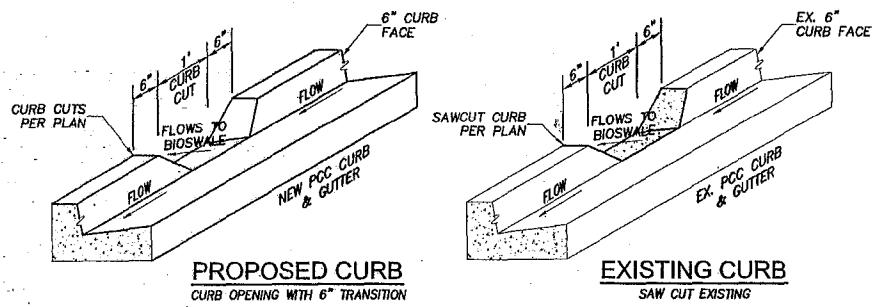
Ⓞ As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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

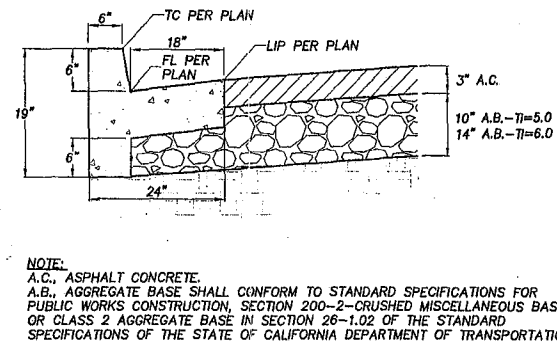
Ⓞ As appropriate, Bidder shall indicate if Subcontractor is certified by:

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

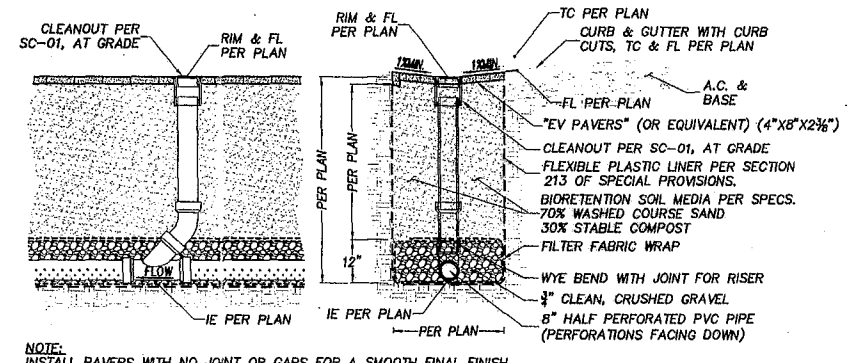
The Bidder will not receive any subcontracting participations percentages if the Bidder fails to submit the required proof of certification.



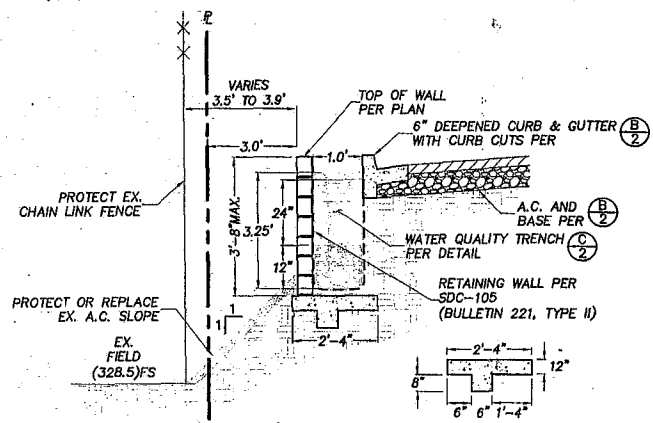
CURB CUTS TO BIOSWALE NO SCALE **(A)**
DETAIL **(2)**



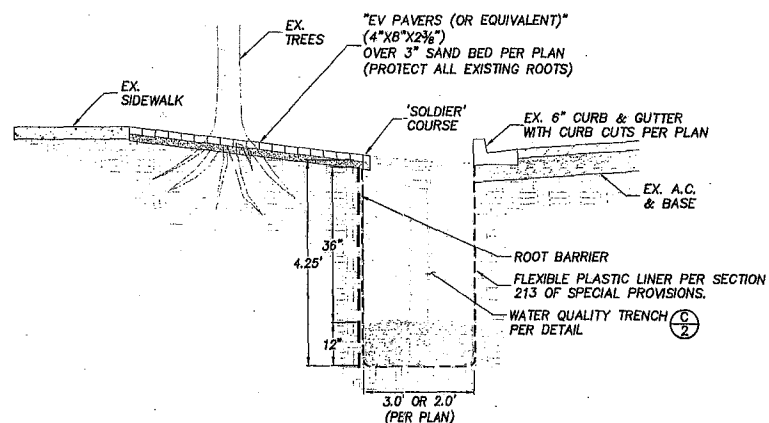
DEEPEENED CURB AND A.C. PAVING SECTION NO SCALE **(B)**
STANDARD 6-2 CURB & GUTTER WITH DEEPEENED BACK OF CURB **(2)**



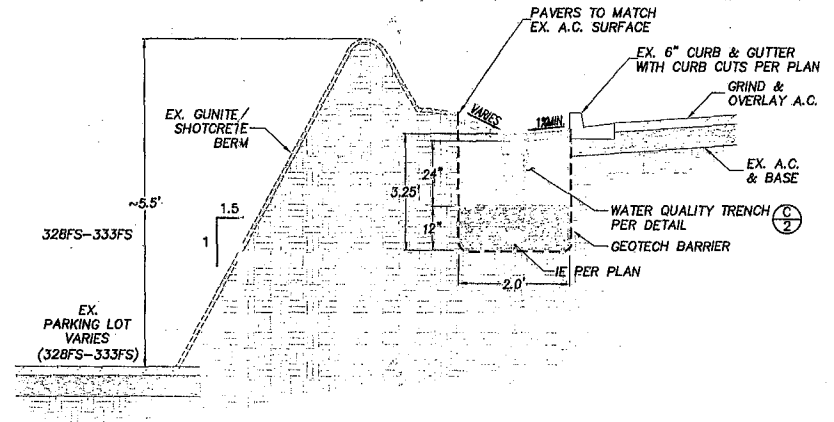
SWALE & WATER QUALITY TRENCH NO SCALE **(C)**
SECTION **(2)**



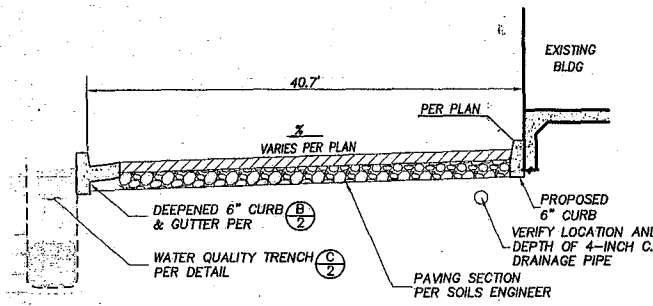
SIDE PARKING LOT SWALE & TRENCH NO SCALE **(D)**
ROCK BIOSWALE WITH NEW CURB & GUTTER AND RETAINING WALL **(2)**



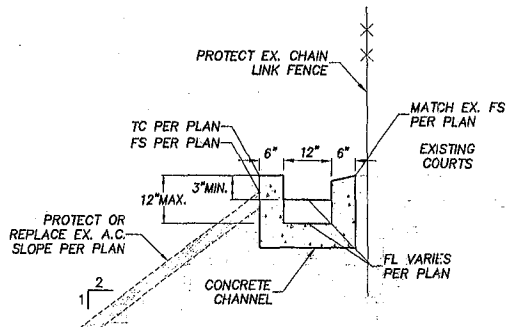
MAIN PARKING LOT SWALE & TRENCH - WEST NO SCALE **(E)**
ROCK BIOSWALE WEST OF MAIN PARKING LOT WITH EXISTING CURB & GUTTER AND LANDSCAPE **(2)**



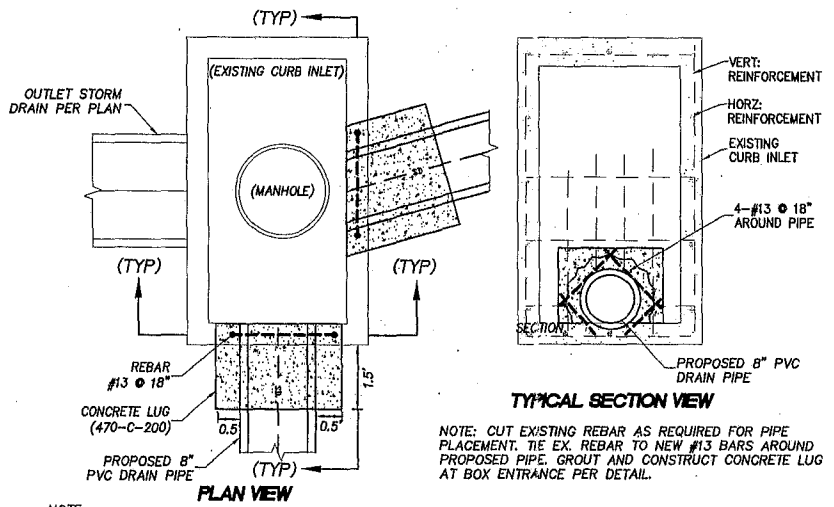
MAIN PARKING LOT SWALE & TRENCH - NORTH NO SCALE **(F)**
ROCK BIOSWALE AT NORTH BOUNDARY WITH EXISTING CURB & GUTTER AND GUNITE/SHOTCRETE BERM **(2)**



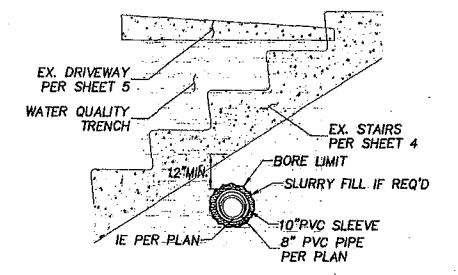
SIDE PARKING LOT SECTION NO SCALE **(G)**
TYPICAL SECTION **(2)**



BASKETBALL/TENNIS COURT SECTION NO SCALE **(H)**
TYPICAL SECTION **(2)**



STORM DRAIN CONNECTION TO EXISTING INLET NO SCALE **(I)**
SECTION **(2)**



PIPE SLEEVE DETAIL NO SCALE **(J)**
NOTE: CORE, TUNNEL OR HYDRO-TUNNEL THROUGH EXISTING SOILS TO PLACE 10-INCH PVC SLEEVE. **(2)**

WARNING
0 1
IF THIS BAR DOES NOT MEASURE 1\"/>

CITY OF SAN DIEGO
PUBLIC WORKS PROJECT




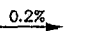
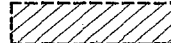


PREPARED BY:
HARRIS & ASSOCIATES
750 B Street, Suite 1800
San Diego, CA 92101
(619) 236-1778 • (619) 236-1179
Samuel A. Lee 8-6-14
SAMUEL A. LEE R.C.E. C38396 EXP. 03-31-15 DATE



ALLIED GARDENS PARK GREEN LOT				SECTIONS AND DETAILS	
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 2 OF 7 SHEETS				WBS B-11069	
APPROVED	DATE	FOR CITY ENGINEER		DRAWN BY	
				SAMIR MAHMALJI SECTION HEAD	
DESCRIPTION	BY	APPROVED	DATE	FILED	PROJECT MANAGER
ORIGINAL	H&A				BARRY KELLEHER
CONTRACTOR				DATE STARTED	
INSPECTOR				DATE COMPLETED	
				36952-2-D	

ALLIED GARDENS PARK GREEN LOT

LEGEND

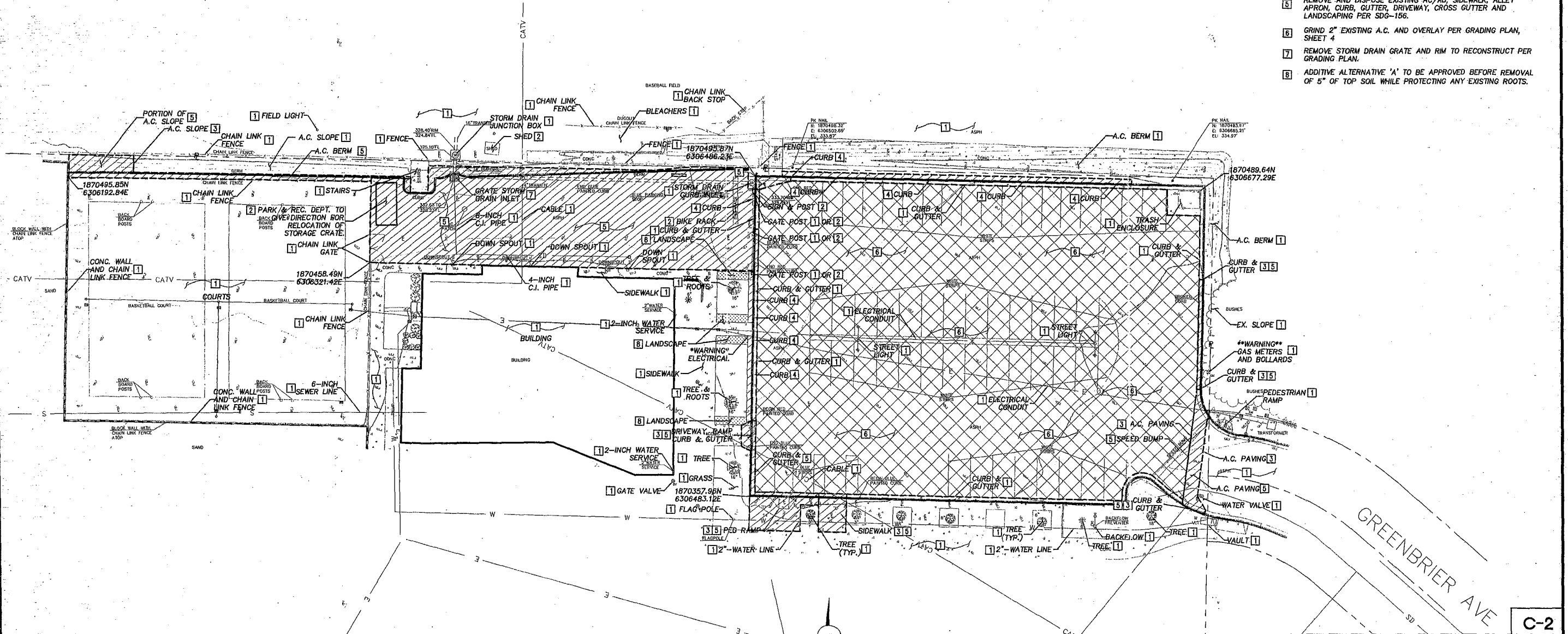
- PROPERTY LINE 
- FLOW ARROWS 
- SAW CUT, REMOVE & DISPOSE OF EXISTING CONC., A.C. AND BASE. 
- GRIND 2" EXISTING A.C. 
- REMOVE 5" OF TOP SOIL WHILE PROTECTING EXISTING ROOTS. 

NOTES:

1. SIDEWALKS AND A.C. SHALL BE REMOVED AT THE SAW CUT LINE AS INDICATED PER PLAN TO NEAREST SCORE LINE.
2. ANY CURB, GUTTER OR SIDEWALK NOT DEEMED FIT BY THE CITY INSPECTOR IS ALSO SUBJECT TO REMOVAL AND REPLACEMENT AFTER REVIEW BY THE ENGINEER OF WORK.

DEMOLITION NOTES:

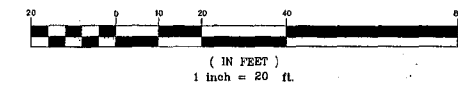
- 1 PROTECT EXISTING
- 2 TEMPORARILY REMOVE AND RELOCATE DURING CONSTRUCTION. REPLACE AFTER CONSTRUCTION.
- 3 SAW-CUT EXISTING A.C. OR CONCRETE.
- 4 SAW-CUT EXISTING CONCRETE CURB. REMOVE 1-FOOT LENGTH OF CURB AND PROTECT GUTTER APRON AND FLOW LINE PER DETAIL A ON SHEET 2.
- 5 REMOVE AND DISPOSE EXISTING AC/AB, SIDEWALK, ALLEY APRON, CURB, GUTTER, DRIVEWAY, CROSS GUTTER AND LANDSCAPING PER SDG-156.
- 6 GRIND 2" EXISTING A.C. AND OVERLAY PER GRADING PLAN, SHEET 4
- 7 REMOVE STORM DRAIN GRATE AND RM TO RECONSTRUCT PER GRADING PLAN.
- 8 ADDITIVE ALTERNATIVE 'A' TO BE APPROVED BEFORE REMOVAL OF 5" OF TOP SOIL WHILE PROTECTING ANY EXISTING ROOTS.



ALLIED GARDENS PARK GREEN LOT



GRAPHIC SCALE



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

CITY OF SAN DIEGO
PUBLIC WORKS PROJECT



PREPARED BY:
HARRIS & ASSOCIATES
750 B Street, Suite 1800
San Diego, CA 92101
(619) 236-1778 • (619) 236-1179

Daniel A. Lee
DANIEL A. LEE R.C.E. C38396 EXP. 03-31-15 DATE 3-6-14

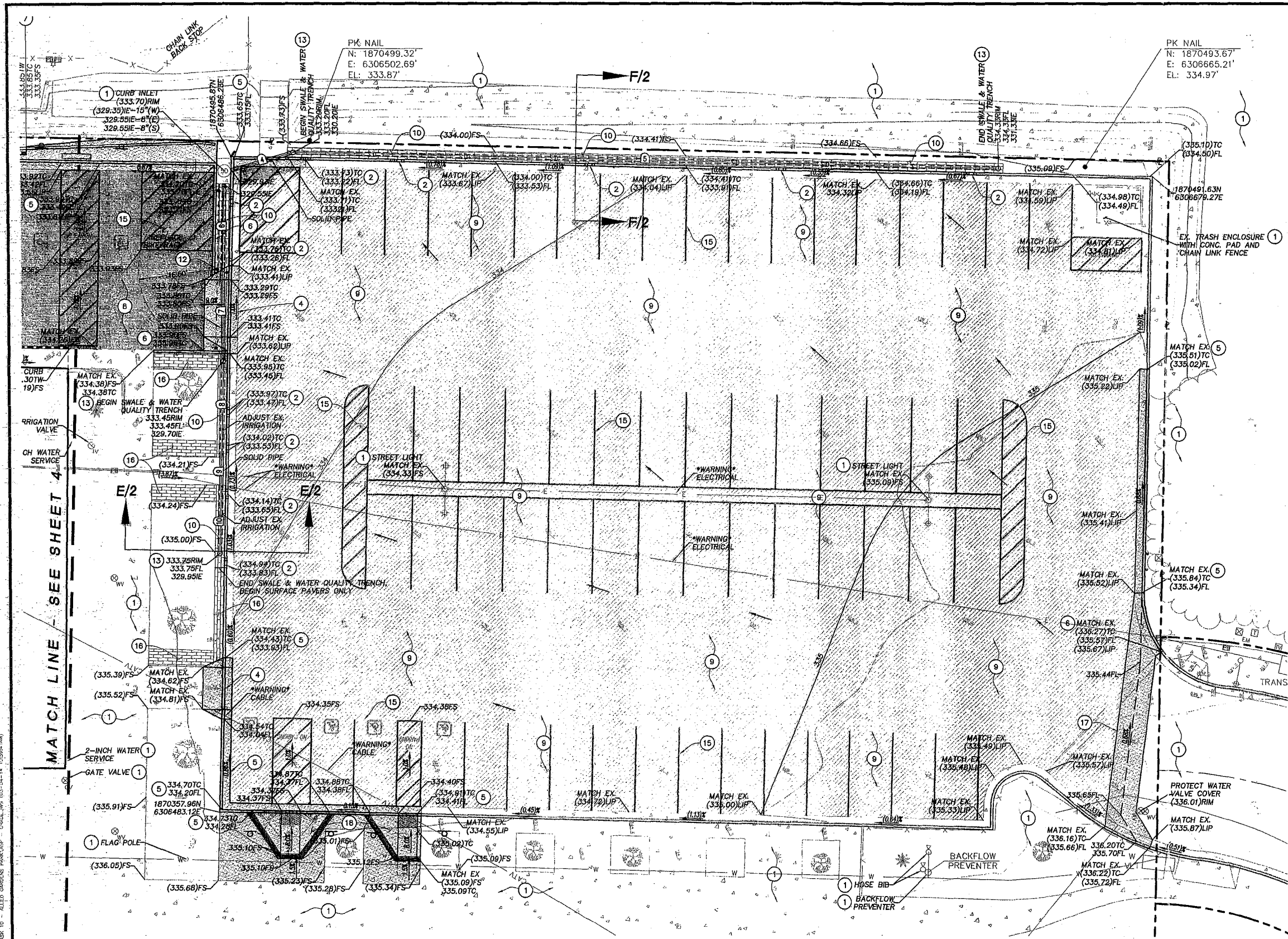


ALLIED GARDENS PARK GREEN LOT

DEMOLITION PLAN

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 3 OF 7 SHEETS					WBS B-11069
FOR CITY ENGINEER	DATE	APPROVED	DATE	FILMED	SECTION HEAD
<i>Samir Mahmalji</i>	7/9/14				SAMIR MAHMALJI
DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT MANAGER
ORIGINAL	H&A				BARRY KELLEHER
					NAD83 COORDINATES
					230-1745
					LAMBERT COORDINATES
					36952-3-D

P:\NSM_BRODVA5_NEDRICE_CIVIL_2011\1508_10 - ALLIED GARDENS PARK MAP - DEMO.DWG (02-04-14 10:57:29AM)

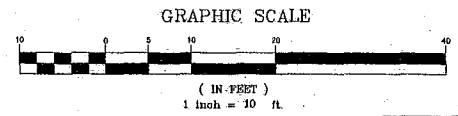
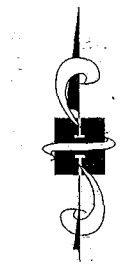


CONSTRUCTION NOTES:

- 1 PROTECT EXISTING
- 2 SAW CUT EXISTING CURB PER DETAIL 'A' ON SHEET 2
- 3 INSTALL CURB CUT IN NEW CURB AND GUTTER PER DETAIL 'A' ON SHEET 2
- 4 CONSTRUCT DRIVEWAY SIMILAR TO SDG-160, BUT EXCLUDE THE SIDEWALK.
- 5 CONSTRUCT CURB AND GUTTER PER SDG-151, TYPE- 'G,' OVER 6" CLASS II AGGREGATE BASE.
- 6 CONSTRUCT 6" CURB PER SDG-150 (6-INCH), OVER 6" CLASS II AGGREGATE BASE.
- 7 CONSTRUCT TYPE-A GRAVITY RETAINING WALL PER C-9.
- 8 CONSTRUCT 3" A.C. PVMT OVER 10" CLASS II AGGREGATE BASE.
- 9 CONSTRUCT 1.5" A.C. OVERLAY.
- 10 INSTALL SWALE AND WATER QUALITY TRENCH PER DETAIL 'C' ON SHEET 2
- 12 RE-INSTALL INWARD SWINGING GATE.
- 13 INSTALL CLEANOUT RISER PER DETAIL 'C' ON SHEET 2.
- 15 STRIPING PER PLAN ON SHEET 6 AND 7.
- 16 ADDITIVE ALTERNATIVE TO BE APPROVED BEFORE INSTALLATION. INSTALL PAVERS PER SHEET 2 OVER 3-INCH SAND BED NOT TO DAMAGE EXISTING TREE ROOTS.
- 17 INSTALL CONCRETE CROSS GUTTER PER SDG-157.
- 18 CONSTRUCT TYPE 'A' CURB RAMP PER SDG-132 WITH STAINLESS STEEL DETECTABLE WARNING TILES PER SDG-130 FLUSH WITH RAMP.
- 19 CONSTRUCT CONCRETE CHANNEL PER DETAIL 'H' ON SHEET 2.

TRENCH, SWALES & DRAIN PIPE						
RUN	TRENCH DEPTH	SWALE WIDTH	SWALE LENGTH	PIPE DIA.	PIPE LENGTH	PIPE TYPE
4	N/A	N/A	N/A	8"	14'	2.0% PVC-SOLID
5	3'	2'	150'	8"	148'	0.77% PVC-PERFORATED
6	4'	3'	18'	8"	18'	0.50% PVC-PERFORATED
7	N/A	N/A	N/A	8"	18'	0.50% PVC-SOLID
8	4'	2'	21'	8"	22'	0.50% PVC-PERFORATED
9	N/A	N/A	N/A	8"	7'	0.50% PVC-SOLID**
10	4'	2'	17'	8"	14'	0.50% PVC-PERFORATED

**NOTE:
CORE OR HYDRO TUNNEL TO PLACE 10-INCH PVC SLEEVE. SLURRY FILL ANY VOIDS CREATED GREATER THAN 1-INCH OUTSIDE SLEEVE. SEE DETAIL "J" ON SHEET 2.



C-4

ALLIED GARDENS PARK GREEN LOT
DRAINAGE AND GRADING PLAN

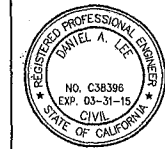
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 5 OF 7 SHEETS		WBS B-11069
APPROVED: <i>Samir M</i> 7/9/14	DATE	SECTION HEAD
FOR CITY ENGINEER	DATE	SECTION HEAD
DESCRIPTION	BY	APPROVED
ORIGINAL	H&A	DATE
		FILED
		DATE
		DATE
CONTRACTOR	DATE STARTED	INSPECTOR
	DATE COMPLETED	

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

CITY OF SAN DIEGO
PUBLIC WORKS PROJECT



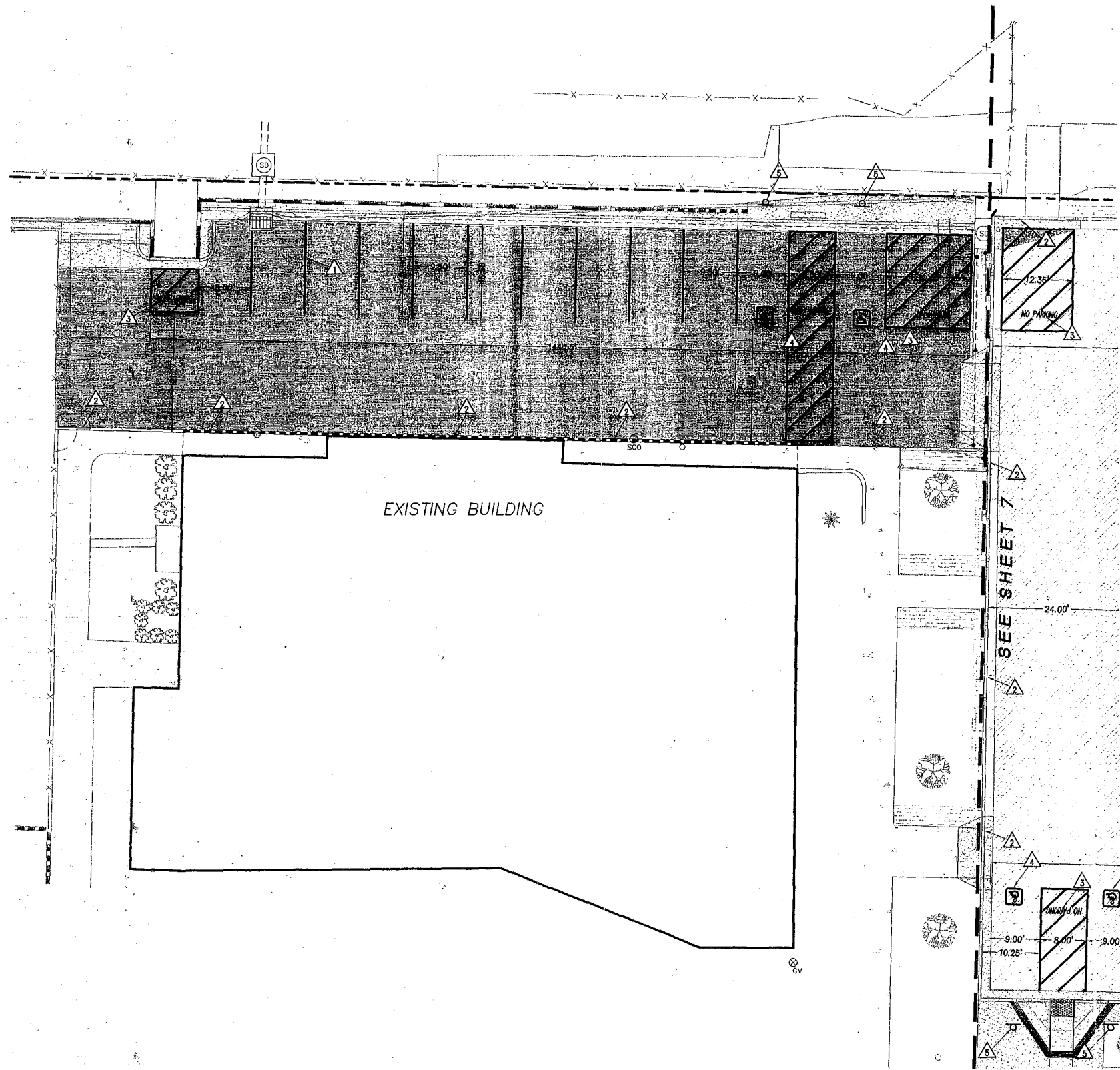
PREPARED BY:
HARRIS & ASSOCIATES
750 B Street, Suite 1800
San Diego, CA 92101
(619) 236-1778 • (619) 236-1179



Daniel A. Lee 3-6-14
DANIEL A. LEE R.C.E. C38396 EXP. 03-31-15 DATE

H:\SAN_DEGO\GIS\NEEDS\DRG\2014\WORK\10 - ALLIED GARDENS PARK\DWG - GRADE.WPG (03-DWG-14 103045.DWG)

ALLIED GARDENS PARK GREEN LOT

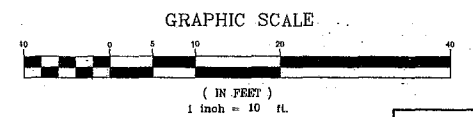


STRIPING AND SIGNAGE NOTES:

- △ PAINT WHITE STRIPE PER SDM-117
- △ PAINT CURB RED WITH WORDS "FIRE LANE - NO PARKING" PER SDM-117
- △ PAINT "NO PARKING" PER SDM-117 NOTE 6.
- △ PAINT "ISA" PARKING SYMBOL PER SDM-117.
- △ INSTALL SIGN PER SDM-117.

PARKING COUNT:

EXISTING PARKING SPACES:	66
EXISTING ACCESSIBLE PARKING SPACES:	6
PROPOSED PARKING SPACE:	66
PROPOSED ACCESSIBLE PARKING SPACES:	6



C-5

ALLIED GARDENS PARK GREEN LOT	
STRIPING AND SIGNAGE	
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 6 OF 7 SHEETS	WBS B-11069
APPROVED: <i>Samuel</i> 7/9/14 FOR CITY ENGINEER	DATE
DESIGNER: H&A	DATE
BY: H&A	DATE
APPROVED: [Signature]	DATE
FILED: [Signature]	DATE
PROJECT MANAGER: BARRY KELLEHER	
NADES COORDINATES: 230-1745	
LAMBERT COORDINATES: 36952-6-D	
CONTRACTOR: [Blank]	DATE STARTED: [Blank]
INSPECTOR: [Blank]	DATE COMPLETED: [Blank]

WARNING
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CITY OF SAN DIEGO
PUBLIC WORKS PROJECT



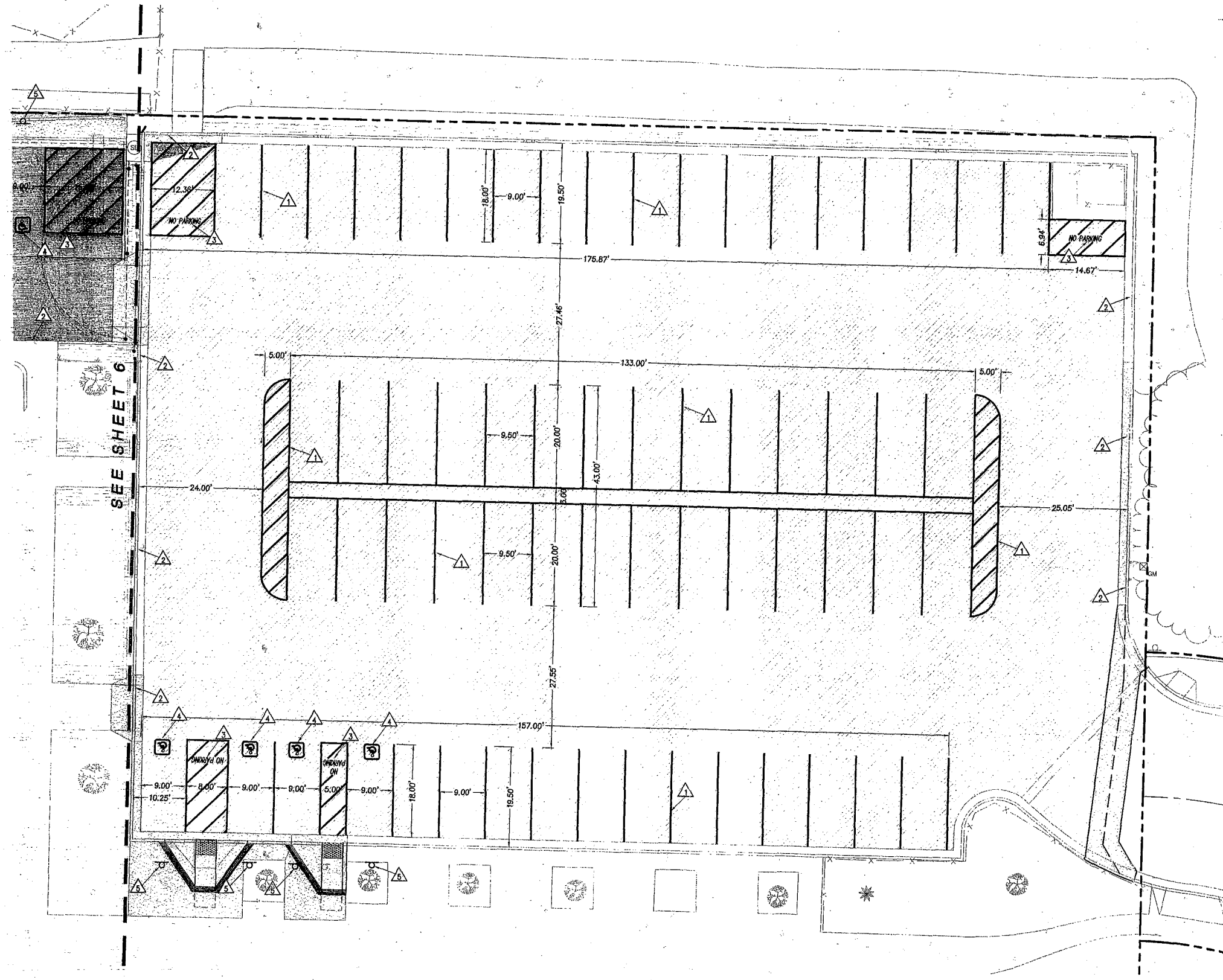
PREPARED BY:
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San Diego, CA 92101
(619) 236-1778 • (619) 236-1179

Daniel A. Lee 3-6-14
DANIEL A. LEE R.C.E. C38396 EXP. 03-31-15 DATE



H:\SAN DIEGO\AS REVISIONS\REVISED 2011\VISOR TO - ALLIED GARDENS PARK\VISOR - STRIPING AND SIGNAGE - 11-20-2014

ALLIED GARDENS PARK GREEN LOT



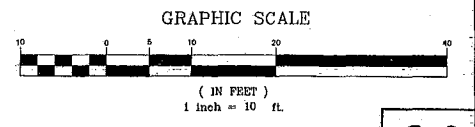
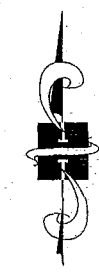
STRIPING AND SIGNAGE NOTES:

- 1. PAINT WHITE STRIPE PER SDM-117
- 2. PAINT CURB RED WITH WORDS "FIRE LANE - NO PARKING" PER SDM-117
- 3. PAINT "NO PARKING" PER SDM-117 NOTE 6.
- 4. PAINT "ISA" PARKING SYMBOL PER SDM-117.
- 5. INSTALL SIGN PER SDM-117.

PARKING COUNT:

EXISTING PARKING SPACES:	66
EXISTING ACCESSIBLE PARKING SPACES:	6
PROPOSED PARKING SPACE:	68
PROPOSED ACCESSIBLE PARKING SPACES:	6

SEE SHEET 6



C-6

ALLIED GARDENS PARK GREEN LOT STRIPING AND SIGNAGE																										
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 7 OF 7 SHEETS																										
APPROVED: <i>Samir M.</i> 7/9/14 FOR CITY ENGINEER	WBS B-11069 DRAWN BY: SAMIR MAHMALJI SECTION HEAD																									
<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>BY</th> <th>APPROVED</th> <th>DATE</th> <th>FILED</th> </tr> </thead> <tbody> <tr> <td>ORIGINAL</td> <td>H&A</td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DESCRIPTION	BY	APPROVED	DATE	FILED	ORIGINAL	H&A																			PROJECT MANAGER: BARRY KELLEHER NAD83 COORDINATES: 230-1745 LAMBERT COORDINATES: 36952-7-D
DESCRIPTION	BY	APPROVED	DATE	FILED																						
ORIGINAL	H&A																									
CONTRACTOR: _____ INSPECTOR: _____	DATE STARTED: _____ DATE COMPLETED: _____																									

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

CITY OF SAN DIEGO
PUBLIC WORKS PROJECT



PREPARED BY:
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Daniel A. Lee 3-6-14
 DANIEL A. LEE R.C.E. C38396 EXP. 03-31-15 DATE



SAN DIEGO NEEDS CITY 2011 TASK 0 - ALLIED GARDENS PARK GREEN LOT - STRIPING AND SIGNAGE (03-04-14 1:00 PM)