

City Mr. Hani Assi, Secretary
Tri-Group Construction & Development, Inc. **D**

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____
CITY CONTACT: Claudia Abarca - Contract Specialist, Email: cabarca@sandiego.gov
Ph No. (619) 533-3439 - Fax No. (619) 533-3633
M GIANDONI / B DORINGO / LS

COPY



CONTRACT DOCUMENTS

FOR

SAN DIEGO RIVER MULTI-USE PATHWAY

VOLUME 1 OF 2

BID NO.:	<u>K-13-4917-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00958</u>
CLIENT DEPARTMENT:	<u>1106</u>
COUNCIL DISTRICT:	<u>6</u>
PROJECT TYPE:	<u>ID</u>

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2))
- THIS IS A PROP A TRANSNET FUNDED CONTRACT THROUGH SANDAG.

BID DUE DATE:

2:00 PM
JULY 10, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Brad Johnson
For City Engineer

6/4/13
Date

Seal:

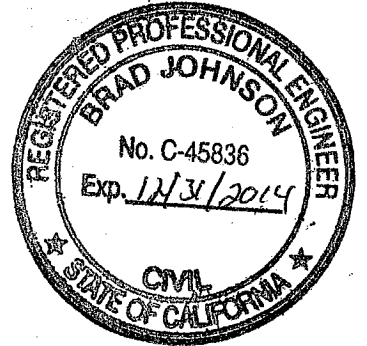


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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

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

Construction of a concrete and pervious pathway, access ramp, retaining walls, gravity walls, peeler log fence, kiosk, street lights, luminaire lights, electrical system, striping and signage.

2.1. The Work shall be performed in accordance with:

2.1.1. This Notice Inviting Bids and Plans numbered **34004-1-D** thru **34004-19-D**, inclusive.

3. **EQUAL OPPORTUNITY**

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

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

4. SUBCONTRACTING PARTICIPATION PERCENTAGES.

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

1. SLBE participation	9.7%
2. ELBE participation	23.7%
3. Total mandatory participation	33.4%

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

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

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

5. PRE-BID MEETING:

- 5.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the **Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101** at **10:00 A.M., on June 12th, 2013.**
- 5.2.** All potential bidders are encouraged to attend.
- 5.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

- 7. CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$841,000.00.**

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

See location map for details, Appendix C

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

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

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

- **CLASS A**

- 11. JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, “Joint Venture Contractors” in The WHITEBOOK for details.
- 12. WAGE RATES:** Prevailing wages are not applicable to this contract.
- 13. INSURANCE REQUIREMENTS:**
- 13.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.
- 13.2.** Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- 14. PREQUALIFICATION OF CONTRACTORS:**
- 14.1.** Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:
- <http://www.sandiego.gov/cip/bidopps/prequalification.shtml>
- 14.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor’s SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 15. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use	Varies	Varies

Title	Edition	Document Number
(when specified)*		
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		

16. **CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
17. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
18. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
19. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
20. **AWARD PROCESS:**
- 20.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
 - 20.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
 - 20.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
21. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.

- 22. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City’s website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
- 23. QUESTIONS:**
- 23.1.** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
- 23.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- 23.3.** Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City’s online bidding service.
- 23.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- 24. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 25. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
- 26. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 26.1.** Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under “Required Documents Schedule,” (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.

- 26.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 26.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 26.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

27. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):

- 27.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- 27.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- 27.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

28. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 28.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 28.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 28.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 28.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

- 28.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- 28.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 28.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 28.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

29. BID RESULTS:

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

30. THE CONTRACT:

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

reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

- 30.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 30.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 31. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 32. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 32.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 32.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 32.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 32.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 32.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 32.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

32.7. The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.

33. PRE-AWARD ACTIVITIES:

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

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

34. ADDITIVE/DEDUCTIVE ALTERNATES:

34.1. 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 Proposal (or RFP for Design-Build contracts). 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).

35. REQUIRED DOCUMENT SCHEDULE:

35.1. 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.

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA45 - Subcontractors Additive/Deductive Alternate
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE Good Faith Efforts Documentation
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
11.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
12.	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
13.	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
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and TRI-GROUP CONSTRUCTION & DEVELOPMENT, INC., herein called "Contractor" for construction of San Diego River Multi-Use Pathway; Bid No. K-13-4917-DBB-3; in the amount of SIX HUNDRED EIGHT THOUSAND FOUR HUNDRED FORTY SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$608,447.00), which is comprised of the Base Bid plus Additive Alternate "A" and Additive Alternate "B".

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 San Diego River Multi-Use Pathway, on file in the office of the City Clerk Department as Document No. S-00958, 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 San Diego River Multi-Use Pathway, Bid Number K-13-4917-DBB-3, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

AGREEMENT

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102(a)(1) authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By Tony Heinrichs

By Ryan Kohut

Print Name: Tony Heinrichs
Director, Department of Public Works

Print Name: Ryan Kohut
Deputy City Attorney

Date: 8/22/13

Date: 8/22/2013

CONTRACTOR

By Hani Assi

HANI ASSI

Print Name: _____

Title: SECRETARY OF CORPORATION

Date: 08-16-2013

City of San Diego License No.: 2003004679

State Contractor's License No.: 792159

**CONTRACT/AGREEMENT
ATTACHMENTS**

Premium Is For Contract Term
And Is Subject To Adjustment
Based On Final Contract Price

EXECUTED IN TRIPLICATE
BOND NO. 2169253
PREMIUM: \$6,609.00

CONTRACT ATTACHMENT
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

TRI-GROUP CONSTRUCTION & DEVELOPMENT, INC., a corporation, as principal, and NORTH AMERICAN SPECIALTY 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 SIX HUNDRED EIGHT THOUSAND FOUR HUNDRED FORTY SEVEN DOLLARS AND ZERO CENTS (\$608,447.00) for the faithful performance of the annexed contract, and in the sum of SIX HUNDRED EIGHT THOUSAND FOUR HUNDRED FORTY SEVEN DOLLARS AND ZERO CENTS (\$608,447.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract San Diego River Multi-Use Pathway, Bid Number K-13-4917-DBB-3, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

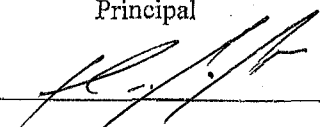
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated AUGUST 14, 2013

Approved as to Form and Legality

TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC.

Principal

By 

HANI ASSI, SECRETARY


Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney


NORTH AMERICAN
SPECIALTY INSURANCE COMPANY

Surety

By 

MARK D. IATAROLA, Attorney-in-fact

Approved:

By 
Tony Heinrichs
Director, Department of Public Works

6 HUTTON CENTRE DRIVE, SUITE 850

Local Address of Surety

SANTA ANA, CA 92707

Local Address (City, State) of Surety

714/550-7799

Local Telephone No. of Surety

**Premium Is For Contract Term
And Is Subject To Adjustment
Based On Final Contract Price**

Premium \$ 6,609.00

Bond No. 2169253

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO }

On 8/14/2013 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
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 *Michelle M. Basuil*
Signature of Notary Public



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 this form to another document.

Description of Attached Document

Title or Type of Document: FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

Document Date: 8/14/2013 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

- 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:

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,
GLEND A. J. GARDNER, MARK D. IATAROLA and DEBORAH D. DAVIS
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



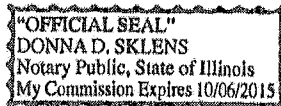
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10th day of December, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 10th day of December, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of AUGUST, 2013.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: San Diego River Multi-Use Pathway

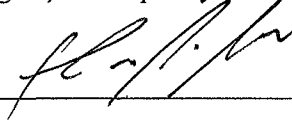
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

**TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.**

(Name under which business is conducted)

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

Signed _____



HANI ASSI

Printed Name _____

Title _____

SECRETARY OF CORPORATION

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: San Diego River Multi-Use Pathway

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;

**TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.**

(Name under which business is conducted)

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

Signed 

HANI ASSI

Printed Name _____

Title SECRETARY OF CORPORATION

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: San Diego River Multi-Use Pathway

TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.

I declare under penalty of perjury that I am authorized to make this certification on behalf of _____, 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 16th Day of AUGUST, 2013.

Signed _____


HANI ASSI

Printed Name _____

Title SECRETARY OF CORPORATION

AFFIDAVIT OF DISPOSAL

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

San Diego River Multi-Use Pathway
(Name of Project)

as particularly described in said contract and identified as Bid No. **K-13-4917-DBB-3**; SAP No. (WBS/IO/CC) **S-00958** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

Contractor
by

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

COMPANY LETTERHEAD
CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

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

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

Material Description:

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

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

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

NOTICE OF MATERIALS TO BE USED

To: _____ Date: _____, 20__
Resident Engineer

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

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

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

Distribution:

Supplier

Yours truly,

Signature of Supplier

Address

Phone Number: _____

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

SECTION 2 - SCOPE AND CONTROL OF THE WORK

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

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

SECTION 4 - CONTROL OF MATERIALS

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

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

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

6-1.2 COMMENCEMENT OF WORK: ADD the Following:

5. Prior to commencing work, the Contractor shall pay for Caltrans Encroachment Permit fees and obtain a duplicate copy of the permit to fulfill Caltrans requirements. In addition, the Contractor shall comply with the MTS requirements identified in the Construction and Maintenance Agreement Appendix “D” and MTS requirements identified in the MTS Standard Construction notes before the NTP is issued.

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

The project Mitigated Negative Declaration is in Appendix “A”.

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- a) If Least Bell's Vireo are present from March 15th to September 15th and if the southwestern Willow Fly Catchers are present from May 1st to September 1st. Protocol surveys will occur prior to the start of construction.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 **Policies and Procedures.**

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

7-3.2 **Types of Insurance.**

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

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors,

products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured’s contract (including the tort liability of another assumed in a business contract).

3. There must be no endorsement or modification limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

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

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

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

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

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

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

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

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

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

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

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

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

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

7-5.2 CALTRANS PERMIT. ADD the following:

7-5.2 Caltrans Encroachment Permit. ADD the following:

5. Prior to start of work within the State of California's right-of-way or work affecting the State of California facilities.

The Contractor shall obtain a Duplicate Encroachment Permit from Caltrans Encroachment Permit, # 11-12-NMC-0336 and paying the required fees of \$5,002.00. The permit can be obtained after the payment of fees at the Caltrans permit office located at 4050 Taylor Street, San Diego, CA 92110. Permit must be obtained prior to the issuance of the NTP.

6. The Allowance Bid Item for CalTrans Permit includes all CalTrans permit fees, CalTrans inspection costs, and all costs to obtain the subject permit. The Contractor shall pay all permit fees, comply with the terms of the permit, and arrange and pay for all required inspections by CalTrans. The Contractor shall provide the City's Resident Engineer with invoices of all costs associated with this permit, not included in a separate bid item. A bid item in the amount of \$6,000 has been allowed for CalTrans permit fees and inspection costs. The Contractor will be reimbursed for the actual cost for which invoices are submitted and approved by the Engineer. All other costs to obtain and comply with the permit shall be included in the various items of work.
7. Prior to the pre-construction meeting and for Work in areas subject to Caltrans permitting, the Contractor shall submit 8 collated, stapled sets of Traffic Control Working Drawings to the Resident Engineer. Traffic Control Drawings shall be drawn in compliance with the 2012 MUTCD. Caltrans right-of-way boundaries shall be shown on the plans. The City will apply for a "parent" permit which may take 3 to 6 weeks to receive. Work at these locations shall not be scheduled until the Contractor shall be solely responsible for permit processing delays that result from incomplete or inaccurate drawings.

Any prior approval obtained for the plans will not in any way waive this requirement.

**ADD:
7-5.-3.1**

MTS PERMIT. The Contractor must also comply with the MTS Permit conditions and arrange to pay for all requested inspections. The MTS permit is located in Appendix "D".

The Allowance Bid Item for Metropolitan Transit System (MTS) Permit includes all MTS permit fees,

MTS hourly inspection costs and all costs to obtain the subject permit. The Contractor shall be responsible for filing the permit application with MTS (www.sdmts.com/usiness/permits.asp) or their designated representative, pulling the permit prior to construction, and supplying any information required by MTS in the processing of the permit, including construction method and insurance information. The Contractor shall provide the City's Resident Engineer with invoices of MTS costs associated with this permit, which shall not include any items otherwise

included in a separate bid item. A bid allowance in the amount of \$6,000 has been assumed for MTS permit fees and inspection costs. The Contractor will be reimbursed for the actual cost for which invoices paid to MTS are submitted and approved by the Engineer.

7-8.6 Water Pollution Control. ADD the following:

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

7-10.6.2 Project Identification Sign ADD the following:

Project Identifications Signs are to be provided to the Contractor by the City. The Contractor shall pickup the signs to the Sign Shop. Contact person is Doug Tresser (619) 527-7531, Address: 2781 Caminito Chollas, San Diego CA 92105) and returned signs upon acceptance of the project by the City. Project Identification Signs shall be installed at the beginning and ending of the street where construction is actively occurring at the direction of the Resident Engineer

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 PAYMENT.

9-3.1 General. ADD the following:

The contract unit price paid for Demountable Protection Post shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing Demountable Protection Post complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer

9-3.7 Compensation Adjustments for Price Index Fluctuations. ADD the following:

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

SECTION 209 - STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

209-6.4 Induction Cobra Head Luminaire. To the City Supplements, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
209-6.4.7	Luminaire Identification	209-6.4.8
209-6.4.8	Photometric Documentation	209-6.4.9
209-6.4.9	Quality Assurance	209-6.4.10

SECTION 210 - PAINT AND PROTECTIVE COATINGS

210-6 ANTI-GRAFFITI COATING. To the City Supplement, DELETE in its entirety and SUBSTITUTE the following.

**ADD:
210-6 ANTI-GRAFFITI COATING.**

Anti-graffiti coating shall consist of a durable, clear, water repellent, non-yellowing, matte or low luster sheen finish, UV resistant, stain and chemical resistant, cross-linking co-polymer, using the anti-graffiti coating manufacturer’s compatible graffiti remover and hosing with water. The anti-graffiti coating shall be VandlGuardTEN, a 3 component system manufactured by Rainguard International, 1079 Culpepper Drive, Conyers GA 30094 (949)675-2811., or approved equal, with a ten year warrantee. All components shall be manufactured by the same manufacturer and shall be fully compatible. The contractor shall verify compatibility with the surface and finish on which it is to be installed. The system shall have a minimum life expectancy of 20 years and be guaranteed for a minimum of 10 years.

The material shall be a three-component system consisting of the following:

- a) Unpainted surfaces:
 - 1. One coat of Micro-seal Water repellent
 - 2. Two coats of VandlGuard Ten
 - 3. One coat of VandlGuard Finish Coat

- b) Painted Surfaces:
 - 1. Apply Color-Lok Stain System
 - 2. Two coats of VandlGuard Ten
 - 3. One coat of VandlGuard Finish Coat

- c) Waterproof surfaces:
 - 1. Apply Tec-Top Elastomeric System
 - 2. Two coats of VandlGuard Ten
 - 3. One coat of VandlGuard Finish Coat

Graffiti removal shall be achieved using the anti-graffiti coating manufacturer's compatible graffiti remover and hosing with water.

210-6.1 WARRANTY:

Warranty for anti-graffiti coating shall be provided as follows:

- A. The Contractor and Installer shall jointly and severally warrant product against failure and workmanship for a period of 1 year from date of Substantial Completion.
- B. Manufacturer shall provide a written warranty for 10 years to include material only, or material and labor when, said materials are applied in accordance with manufacturer's guidelines
- C. Before final application for payment will be approved, final closeout submittals must include written manufacturer's warranty.

210-6.2 SUBMITTALS:

Provide the following submittals in accordance with section 2-5.3, 'Submittals.':

- A. Product Data: Manufacturer's current technical data sheets for materials, and schedule indicating:
 - 1. Recommended waterproof coating serving as base layer of system
 - 2. Number of coats required for subsequent coating types
- B. Manufacturer's Field Reports: Indicate installation procedures, coverage, quantities, progress, unacceptable conditions and methods of resolution.
- C. Maintenance Data: Provide manufacturer's recommended maintenance procedures, including Instructions for graffiti removal, recommended procedures for re-application of intermediate coatings and periodic maintenance of coating.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

212-1 LANDSCAPE MATERIALS.

212-1.2.5 MULCH. Add the following:

Mulch (3 inch minus in size) shall be clean shall be composed of composted weed free wood, bark or equal recycled wood chip products and green material processed in accordance with California Code of Regulations, Title 14, Chapter 3, Article 7, Section 17868.3 to promote pathogen reduction and weed seed kill. Average dimensions shall be 1" to 4" in length and ½" to 1" in thickness. Submit two (2) samples for approval by the Resident Engineer/Landscape Architect prior to installation. of each container plant in creek restoration area to help control weeds and retain moisture.

ADD: SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. ADD the following:

Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all Clearing and Grubbing required to accommodate the Work.

300-1.3.2 Requirements. ADD the following:

- (d) **Excavation.** Clearing and grubbing of existing asphalt pavement, sidewalk, curb ramps, curb and gutter, cross gutter, concrete pavements, and curbs shall include removal and disposal of such additional materials below the surface as necessary to allow the construction of the new pavements, pathway, sidewalks, pedestrian ramps, curbs, walls, peeler log fence, lighting and kiosk as called for on the plans.
- (f) **Pull Boxes/Hand Holes.** This work shall also include all required excavation and disposal of material below the surface as necessary to allow for the safe removal and relocation. Pull boxes are to be relocated per Plans.
- (g) **Abandon Boxes/Valves.** This work shall include all work necessary to remove and to provide for proper disposal of all materials including material below the surface as necessary to allow for any new construction.
- (h) **Sign Relocation.** The relocation of all signs in conflict with the proposed work shall include all necessary work for the removal, protection, and relocation of the signs including all required excavation and disposal of material below the surface as necessary to allow for the safe removal of the signs.
- (I) **Irrigation.** The relocation of all irrigation in conflict with the proposed work shall include all work necessary for removal and to provide for proper

disposal of all materials including material below the surface as necessary to allow for any new construction.

ADD:

300-1.3.3

Saw Cutting. When concrete pavement is sawcut, the existing pavement shall be cut to a true line so that a straight edge is left at the completion of the work. Cutting shall be either a diamond sawcut or by a method that produces a similar result. The blade shall be of such size and configuration that the desired dimensions of the sawcut can be made with one pass. Either dry or wet cutting will be allowed.

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

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

300-1.4

Payment. To the City Supplements, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

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

ADD the following:

7. The lump sum price bid for Clearing and Grubbing shall include all costs associated with removal ,disposal and adjustments of all materials, benches table, gate valves, pull boxes, sewer manholes relocation of all signs, protection and trimming of all landscaping, irrigation, sidewalk, curb & gutter, walls, concrete embankment, sawcutting, PCC pavement, AC pavement and all associated electrical and conduit modifications and all work in conflict with the proposed work that are not covered by individual bid items on the bid form and no additional payment will be made therefore.

300-2

UNCLASSIFIED EXCAVATION.

300-2.9

PAYMENT. ADD the following:

Payment for removal of material to subgrade or placement of excess materials to subgrade in order to construct improvements per plans. This includes required compaction and removal and disposal of excess material.

SECTION 301 – UNTREATED BASE

301-2.4 PAYMENT. ADD the following:

The contract price paid per cubic of 2”inch size Gravel Base shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary to perform the work as designated on the Plans, and noted in the Specifications and as directed by the Resident Engineer.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-4. 1.1 Concrete Block Masonry. ADD the following:

Retaining wall block shall be 8 inch X 8 inch X 16 inch split face, La Paz color, unless otherwise noted. A sample shall be provided to the Resident Engineer for approval. All block retaining wall shall be constructed with this material, unless noted on the plans or specifications otherwise.

303-4.1.5 Measurement and Payment. ADD the following:

The contract unit price paid per square feet of Masonry Wall and Gravity Retaining Wall shall be measured from the footing up to the top of the wall. The bid contract price for shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, excavation minor grading, gravel and select backfill behind the wall, footings, weep holes, anti-graffiti coating, and all other work necessary to complete in place, as shown on the plans and as specified in these Specifications and the Special Provisions, and as directed by the Engineer.

SECTION 304- METAL FABRICATION AND CONSTRUCTION

ADD:

304-6 DEMOUNTABLE PROTECTION POST.

304-6.1 General. Materials for the Demountable Protection Post shall conform to the requirements of Section 201 and 206 of the Standard Specifications. Install 3- 12-Inch Yellow Reflective Tape on each post, shall comply with ASTM D4956.

SECTION 305-2 TIMBER STRUCTURES AND TIMBER CONSTRUCTION

305-2.1 GENERAL. ADD the following:

The unit price bid for Kiosk shall include full compensation for furnishing all labor, materials, tools, Anti-graffiti coating, equipment and incidentals and for doing all work involved in constructing the Kiosk, as designated on the Plans, and noted in the Specifications and these special provisions, as directed by the Resident Engineer.

The Liner Foot price bid for 4'-foot height Peeler Log Fence shall include full compensation for furnishing all labor, materials, tools, Anti-graffiti coating, equipment, digging post holes, concrete footings, installation of the fences and incidentals, and for doing all the work necessary to perform the work as designed.

The contract price paid per linear foot of fence shall be measured along the line of the fence.

SECTION 307 - STREET LIGHTING AND TRAFFIC SIGNALS SYSTEMS

To the City Supplement, first paragraph, REVISE “2006 edition” to read “2012 edition”

307-1.1 General. To the City Supplement, ADD the following:

The combined electrical portion of the work to be done consists of the construction of Street Lights and Luminaire Lights and Electrical System as indicated on the engineering plans.

Work shall include, but not be limited to, excavation and backfill, the furnishing and installing street lights, street light base, shields, Luminaire lights, motion triggered sensor, electrical conduits, conductors, pull boxes, handholes, fuses, cartridges, and other materials not

All systems shall be complete and in operating condition at the time of acceptance of the contract.

307-1.2 Maintaining Existing and Temporary Electrical Systems. ADD the following:

Owner of the various utilities on and near the job site are tabulated as follows:

<u>UTILITY</u>	<u>OWNER</u>
Electrical Power and Gas	San Diego Gas and Electric Company
Telephone Facilities	SBC
Cable Television	Time Warner Cable,
Water, Sewer, and Drainage	City of San Diego

The Contractor will be required to work around existing utilities shown on the plans. Where no relocation of such facilities is scheduled, this requirement shall exist for the total period of the contract. Relocated utilities shall be protected as provided elsewhere in these Special Provisions, the State Standard Specifications and the City Standard Specifications.

All systems shall be complete and in operating condition at the time of acceptance of the contract.

307-1.2.3 Scheduling of Work: ADD the following:

The Contractor may perform subsurface work consisting of the installation of conduit, foundations and detectors, prior to receipt of all electrical materials.

307-2

Payment. To the City Supplement, ADD the following:

- 4 The contract unit price paid Street Lights & Electrical System shall include full compensation for include full compensation for furnishing all labor, electrical service, photo cells, pole base, materials testing, tools, street light, pull boxes, street light base, shield, junction boxes, handholes, conduit, cable, conductors, fuse cartridge, equipment and incidentals and for doing all work involved in Street Light system, complete in place, as shown on the contract plans, as required in the specifications and these special provisions, and as directed by the Engineer, except for work itemized separately, and no additional compensation will be allowed.
5. The contract unit price paid Luminaire Lights & Electrical System shall include full compensation for include full compensation for furnishing all labor, electrical service, photo cells, pole base, materials testing, tools, bollard lights, bollard base, motion sensors, conduit, conductors, pull boxes, handholes, electrical controller box, equipment and incidentals and for doing all work involved, complete in place, as shown on the contract plans, as required in the specifications and these special provisions, and as directed by the Engineer, except for work itemized separately, and no additional compensation will be allowed.

SECTION 308 - LANDSCAPE AND IRRIGATION INSTALLATION

ADD:

308-4.10

MEASUREMENT AND PAYMENT.

The contract price paid per square foot for 3" Layer Shredded Bark Mulch Type11 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary to perform the work as designated on the Plans, and noted in the Specifications and as directed by the Resident Engineer.

308-7

PAYMENT. ADD the following:

The lump sum bid amount for Relocate Irrigation Line and heads shall include all required removals or modifications of the existing irrigation system and all new piping, wiring, controllers, valves, and other appurtenances as required to provide a complete, functional irrigation system as shown on the plans.

SECTION 311- SPECIAL PROTECTIVE MATERIALS

311-1.11

PAYMENT. ADD the following:

The contract price paid per linear feet for 12'feet-1/2" Inch wide Engineering Filter Fabric wrapped gravel base shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary to perform the work as designated on the Plans, and noted in the Specifications requiring the use of an engineering fabric and as directed by the Resident Engineer.

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

314-1 **General.** ADD the following:

All striping and installation of all pavement markers and signs shall conform to the latest Caltrans Manuel of Traffic Control Devices (MUTCD).

314-4.3.7 **Payment.** ADD the following:

The lump sum price bid for, Painting, Signage and Striping, Pavement Markings and Curb Markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting traffic stripes and bike lane striping, pavement markings including curb markings, raised reflective pavement markers, thermoplastic arrows, thermoplastic pavements markings, and the removal of all existing stripes and markings in conflict with the proposed plan or otherwise called out for removal, repainting, temporary striping, complete in place in accordance with the plans, the Standard Specifications and these special provisions, and as directed by the Engineer.

ADD:

314-6 **Roadside Signs and Post.**

314-6.1 **General.** The Contractor shall furnish and install roadside signs and Posts at the locations shown on the plans or as directed by the City Engineer, in conformance to the provisions in Section 56-2 "Roadside Signs," of the State Standard Specifications and these Special Provisions.

314-6.2 **Measurement and Payment.** The Lump Sum bid for Roadside Signs and Posts shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in attaching the sign to a new post, including installing the sign panels and sign posts, complete in place, as shown on the contract plans, as required in the specifications and these special provisions, and as directed by the Engineer.

SECTION 705 – WATER DISCHARGES

705-2.6.3 **Community Health and Safety Plan.** To the City Supplements, 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."

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

SECTION 70 – RESOURCE DISCOVERIES

**ADD:
707-1.1**

Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **Mitigated Negative Declaration** for **San Diego River Multi-Use Pathway**, DEP No. **175757**, as referenced in the Contract Appendix “A”. You must comply with all requirements of the Mitigated Negative Declaration 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
MITIGATED NEGATIVE DECLARATION (MND)



MITIGATED NEGATIVE DECLARATION

Project No. 175757
SCH# 2011111033

SUBJECT: SAN DIEGO RIVER MULTI-USE PATHWAY. SITE DEVELOPMENT PERMIT (SDP) to allow for the construction of a new, approximately 1,200-linear-foot, 12-foot wide paved class I multi-use (bicycle and pedestrian) pathway with 2-foot wide shoulders on each side ultimately connecting to existing pathways on the east and west. The multi-use pathway would be constructed of a concrete and permeable aggregate base and includes striping, signage and lighting. Two construction staging areas would be located at both ends of the 30-foot wide construction corridor: one 30- by 50-foot area west of SR-163 within bare ground; the second approximately 20- by 30-foot area east of SR-163 within an existing developed area. Other improvements would include the construction of access ramps, retaining wall, gravity walls, kiosks, lighted bollards, peeler log fencing and the installation of a 2-foot wide, 3 inch thick layer of mulch from edge of pavement.

The project would also require the construction of two retaining walls: one approximately 158 feet in length with a maximum height of 3.5 feet and one approximately 121 feet in length with a maximum height of 4 feet, and one gravity wall approximately 12 feet in length with a maximum height of 3 feet. The gravity and retaining walls are being used to support the slope above the new pathway. The walls are in the areas underneath the trolley line and around the trolley support columns on the north side of the flood control channel, away from the river.

Grading for construction of the pathway would require approximately 25 cubic yards (CY) over the 1,200-ft length of the project. The excavation for the pathway will involve approximately 1,130 CY which will be exported from the project site. The project would also implement construction storm water Best Management Practices (BMPs) and permanent BMPs, in accordance with the approved Storm Water Pollution Prevention Plan (SWPPP) in order to reduce pollutant runoff and protect the naturalized area south of the project site.

The project would also result in permanent and temporary impacts to native vegetation (i.e. Mule fat scrub, Saltbrush scrub, Diegan coastal sage scrub and non-native grasslands, in addition to three individuals of Palmer's sagewort, a CNPS List 4 species) located within the City-owned Public Right-of-Way (PROW) and directly adjacent to open space and the City of San Diego Multiple Species Conservation Program's (MSCP) Multi-Habitat Planning Area (MHPA). Permanent impacts would be mitigated to below a level of significance, as

described in Initial Study Checklist, Section IV(a). All temporary impacts and disturbed areas would be revegetated, as shown on the revegetation and erosion control plan, in accordance with the City's Landscape Regulations for Revegetation and Erosion Control (SDMC §142.0411).

The multi-use pathway crosses under State Route 163 from Hazard Center Drive, westerly to Fashion Valley Mall on the north side of the San Diego River within the MV-M/SP and OF-1-1 zone of the Mission Valley Planned District, Residential Tandem Parking Overlay Zone (RTPOZ) and Transit Area Overlay Zone (TAOZ) and the Special Flood Hazard Area (FEMA 100-year and 500-year Floodplain) within the Mission Valley Community Planning Area. The entire project alignment is located outside of, and adjacent to the City's MSCP, Multi-Habitat Planning Area (MHPA)

Applicant: City of San Diego, Public Works Department, Engineering and Capital Projects Department, Right-of-Way Design Division.

UPDATE 04/2712:

Minor revisions have been made to the Final Mitigated Negative Declaration (MND) which are shown in a ~~strikeout~~ and underlined format in order to address comments received during public review. The additional information includes one revision to project biology impact acreage, insertion of species specific avoidance measures for Southwestern Willow Flycatcher to the Land Use MSCP/MHPA Section of the MND at the request of USFWS, and results from an ADL Study conducted after public review to address comments from Caltrans. In accordance with California Environmental Quality Act (CEQA) Section 15073.5 (c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modification does not require recirculation as there are no new impacts and no new mitigation identified. An environmental document need only be recirculated when there is identification of new significant environmental impact or the addition of a new mitigation measure required to avoid a significant environmental impact.

- I. PROJECT DESCRIPTION: See attached Initial Study.
- II. ENVIRONMENTAL SETTING: See attached Initial Study.
- III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental effect in the following areas(s): LAND USE (MULTIPLE SPECIES CONSERVATION PROGRAM) and BIOLOGICAL RESOURCES. The project proposal requires the implementation of specific mitigation identified in Section V of this Mitigated Negative Declaration (MND). The project as presented avoids or mitigates the potentially significant environmental effects identified, and the preparation of an Environmental Impact Report (EIR) would not be required.

- IV. DOCUMENTATION:

The attached Initial Study documents the reasons to support the above Determination.

V. MITIGATION, MONITORING AND REPORTING PROGRAM:

A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

1. Prior to Bid Opening/Bid Award or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements have been incorporated.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

B. GENERAL REQUIREMENTS – PART II

Post Plan Check (Prior to the start of construction)

1. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants:

**Project Biologist/Monitors
Landscape Contractor**

Note: Failure of all responsible Permit Holder's representatives and consultants to attend shall require an additional meeting with all parties present.

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the RE at the **Field Engineering Division – 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call RE and MMC at **858-627-3360**

2. **MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) 175757, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, RE and MMC. The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.)

Note:

Permit Holder's Representatives must alert the RE and MMC if there are any discrepancies in the plans or notes or any changes due to field conditions. All conflicts must be approved by the RE and MMC BEFORE the work is performed.

3. **OTHER AGENCY REQUIREMENTS:** Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

- Caltrans – Right of Entry

4. **MONITORING EXHIBITS:** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.

5. **OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

Document Submittal/Inspection Checklist

<i><u>Issue Area</u></i>	<i><u>Document submittal</u></i>	<i><u>Associated Inspection/Approvals/Note</u></i>
<i>General</i>	<i>Consultant Qualification Letters</i>	<i>Prior to Pre-construction meeting</i>
<i>General</i>	<i>Consultant Const. Monitoring</i>	<i>Prior to or at the Pre-Construction meeting</i>
<i>Biology</i>	<i>Biology Reports</i>	<i>Limit of Work Verification + site observations</i>
<i>Biology</i>	<i>Biology Monitoring Reports</i>	<i>Precon survey results + monitoring reports</i>
<i>Final MMRP</i>	<i>Final monitoring reports</i>	<i>Final MMRP inspection</i>

SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

A. LAND USE- MULTIPLE SPECIES CONSERVATION PROGRAM (MSCP)

- I. Prior to Preconstruction meeting:

- a. Prior to the Notice to Proceed, which will be sent to DSD, the ADD Environmental Designee shall verify that all Multi-Habitat Planning Area (MHPA) boundaries and limits of work have been delineated on all construction documents.
- b. Prior to the first pre-construction meeting, the Applicant Department shall provide a letter of verification to the Mitigation Monitoring Coordination (MMC) Section stating that a qualified Biologist or City Biologist, as defined in the City of San Diego Biology Guidelines, has been retained to implement the project's MSCP Monitoring Program. The letter shall include the names and contact information of all persons involved in the Biological Monitoring of the project.
- c. At least thirty days prior to the pre-construction meeting, the qualified Biologist shall submit all required documentation to MMC, verifying that any special reports, maps, plans and time lines, such as, but not limited to, revegetation plans, plant relocation requirements and timing, MSCP requirements, avian or other wildlife protocol surveys, impact avoidance areas or other such information has been completed and updated.

II. Prior to the Notice to Proceed:

- a. The qualified biologist (project biologist) shall attend the first preconstruction meeting and discuss the projects biological monitoring program.
- b. The limits of work shall be clearly delineated by a survey crew prior to brushing, clearing or grading. The limits of work, as shown on the approved Exhibit A, shall be defined with flagging and checked by the biological monitor before initiation of construction grading. All native plants or species of special concern, as identified in the biological technical report, shall be staked, flagged and avoided within Brush Management Zone 2, if applicable.
- c. **MONITORING EXHIBITS** All consultants are required to submit, to MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc, marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.

III. During Construction:

- a. The Biological Monitor shall be present full-time during clearing activities, which could result in impacts to biological resources as identified on the Biological Monitoring Exhibit.
- b. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed to MMC the first day of monitoring, the last day of monitoring, monthly.

- c. The Biological Monitor shall immediately notify MMC by phone of any unanticipated impacts outside the approved limits of work, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the impacts to biological resources in context, if possible.

In addition, the following mitigation measures related to the MHPA Land Use Adjacency Guidelines shall be implemented during construction:

- d. Prior to initiation of any demolition and/or construction-related grading, the project biologist shall discuss the sensitive nature of the adjacent habitat with the crew and subcontractor.
- e. Invasive non-native plant species shall not be introduced into areas within, or adjacent to, the MHPA. Landscape plans shall contain non-invasive native species adjacent to sensitive biological areas as shown on the approved Exhibit A.
- f. All lighting adjacent to the MHPA shall be shielded, unidirectional, low pressure sodium illumination (or similar) and directed away from preserve areas using appropriate placement and shields. If lighting adjacent to the MHPA is required for nighttime construction, it shall be directed away from the preserve and the tops of adjacent trees with potentially nesting raptors, using appropriate placement and shielding.
- g. All construction activities (including staging areas and/or storage areas) shall be restricted to the development area as shown on the approved Exhibit A. No equipment maintenance shall be conducted within or near the adjacent open space and/or sensitive areas and shall be restricted to the development area, as shown on the approved Exhibit. All construction activities shall not encroach into sensitive biological areas within either the open-space and/or MHPA areas. The project biologist shall monitor construction activities, as needed, to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of work as shown on the approved Exhibit "A".
- h. Natural drainage patterns shall be maintained as much as possible during construction. Erosion control techniques, including the use of sandbags, hay bales, and/or the installation of sediment traps, shall be used to control erosion and deter drainage during construction activities into the adjacent open space. Drainage from all development areas adjacent to the MHPA shall be directed away from the MHPA, or if not possible, must not drain directly into the MHPA, but instead into sedimentation basins, grassy swales, and/or mechanical trapping devices as specified by the City Engineer.
- i. No trash, oil, parking or other construction related activities shall be allowed outside the established limits of grading, as shown on the approved Exhibit A. All construction related debris shall be removed off-site to an approved disposal facility.

IV. SPECIAL STATUS BIRD CONDITIONS

All maintenance activities shall be conducted outside established breeding seasons for the following special-status birds (i.e., September 15 through March 15, annually) which are known to occur within the study area: least Bell's vireo and southwestern Willow Flycatcher:

least Bell's vireo (STATE ENDANGERED/FEDERALLY ENDANGERED)

No clearing, grubbing, grading, or other construction activities shall occur between March 15 and September 15, the breeding season of the least Bell's vireo, until the following requirements have been met to the satisfaction of the ADD/Environmental Designee:

- A. A qualified biologist (possessing a valid Endangered Species Act Section 10(a)(1)(a) recovery permit) shall survey those wetland areas that would be subject to construction noise levels exceeding 60 decibels [db(a)] hourly average for the presence of the least Bell's vireo. Surveys for this species shall be conducted pursuant to the protocol survey guidelines established by the U.S. Fish and Wildlife Service within the breeding season prior to the commencement of construction. If the least Bell's vireo is present, then the following conditions must be met:

Between March 15 and September 15, no clearing, grubbing, or grading of occupied Least Bell's vireo habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; and

Between March 15 and September 15, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 db(a) hourly average at the edge of occupied least Bell's vireo or habitat. An analysis showing that noise generated by construction activities would not exceed 60 db(a) hourly average at the edge of occupied habitat must be completed by a qualified acoustician (possessing current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the city manager at least two weeks prior to the commencement of construction activities. Prior to the commencement of any of construction activities during the breeding season, areas restricted from such activities shall be staked, fenced or flagged under the supervision of a qualified biologist; or

At least two weeks prior to the commencement of construction activities, under the direction of a qualified acoustician, noise attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from construction activities will not exceed 60 db(a) hourly average at the edge of habitat occupied by the Least Bell's vireo. Concurrent with the commencement of construction activities and the construction of necessary noise attenuation facilities, noise monitoring* shall be conducted at the edge of the occupied habitat area to ensure that noise levels do not exceed 60 db(a) hourly average. If the noise attenuation techniques implemented are determined to be inadequate by the qualified acoustician or biologist, then the associated construction activities shall cease until such time that adequate noise attenuation is achieved or until the end of the breeding season (September 16).

- * Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 db(a) hourly average or to the ambient noise level if it already exceeds 60 db(a) hourly average. If not, other measures shall be implemented in consultation with the biologist and the add/environmental designee, as necessary, to reduce noise levels to below 60 db(a)

hourly average or to the ambient noise level if it already exceeds 60 db(a) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. If least Bell's vireo are not detected during the protocol survey, the qualified biologist shall submit substantial evidence to the ADD/Environmental Designee and applicable resource agencies which demonstrates whether or not mitigation measures such as noise walls are necessary between March 15 and September 15 as follows:
1. If this evidence indicates the potential is high for least Bell's vireo to be present based on historical records or site conditions, then condition a.iii shall be adhered to as specified above.
 2. If this evidence concludes that no impacts to this species are anticipated, no mitigation measures would be necessary.

Southwestern Willow Flycatcher (STATE AND FEDERALLY ENDANGERED)

Prior to the issuance of any grading permit the City Manager (or appointed designee) shall verify that the following project requirements regarding the southwestern Willow flycatcher are shown on the construction plans:

No clearing, grubbing, grading, or other construction activities shall occur between May 1 and September 1, the breeding season of the southwestern Willow flycatcher, until the following requirements have been met to the satisfaction of the City Manager:

- A. A qualified biologist (possessing a valid endangered species act section 10(a)(1)(a) recovery permit) shall survey those wetland areas that would be subject to construction noise levels exceeding 60 decibels [db(a)] hourly average for the presence of the southwestern Willow flycatcher. Surveys for this species shall be conducted pursuant to the protocol survey guidelines established by the U.S. Fish and Wildlife Service within the breeding season prior to the commencement of any construction. If the southwestern Willow flycatcher is present, then the following conditions must be met:

Between May 1 and September 1, no clearing, grubbing, or grading of occupied southwestern Willow flycatcher habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; and

Between May 1 and September 1, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 db(a) hourly average at the edge of occupied southwestern Willow flycatcher habitat. An analysis showing that noise generated by construction activities would not exceed 60 db(a) hourly average at the edge of occupied habitat must be completed by a qualified acoustician (possessing current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the City Manager at least two weeks prior to the commencement of construction activities. Prior to the commencement of construction activities during the breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; or

At least two weeks prior to the commencement of construction activities, under the direction of a qualified acoustician, noise attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from construction activities will not exceed 60 db(a) hourly average at the edge of habitat occupied by the southwestern Willow flycatcher. Concurrent with the commencement of construction activities and the construction of necessary noise attenuation facilities, noise monitoring* shall be conducted at the edge of the occupied habitat area to ensure that noise levels do not exceed 60 db(a) hourly average. If the noise attenuation techniques implemented are determined to be inadequate by the qualified acoustician or biologist, then the associated construction activities shall cease until such time that adequate noise attenuation is achieved or until the end of the breeding season (September 1).

* construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 db(a) hourly average or to the ambient noise level if it already exceeds 60 db(a) hourly average. If not, other measures shall be implemented in consultation with the biologist and the city manager, as necessary, to reduce noise levels to below 60 db(a) hourly average or to the ambient noise level if it already exceeds 60 db(a) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.

- B. If southwestern Willow flycatcher are not detected during the protocol survey, the qualified biologist shall submit substantial evidence to the city manager and applicable resource agencies which demonstrates whether or not mitigation measures such as noise walls are necessary between May 1 and September 1 as follows:
- I. If this evidence indicates the potential is high for southwestern willow flycatcher to be present based on historical records or site conditions, then condition a.iii shall be adhered to as specified above.
- ii. If this evidence concludes that no impacts to this species are anticipated, no mitigation measures would be necessary.

B. BIOLOGICAL RESOURCES

THIS PROJECT REQUIRES IMPLEMENTATION MITIGATION FOR DIRECT IMPACTS TO MULE-FAT SCRUB OUTSIDE THE MHPA IN ACCORDANCE WITH THE OFFSITE MITIGATION PLAN (NOVEMBER 2010) PREPARED BY ICF INTERNATIONAL FOR THE PROJECT.

I. Entitlements Plan Check

- a. The applicant shall submit the following items to the City Prior to Permit Issuance or Bid Opening/Bid Award or any permits which affect on-site wetlands and uplands. Evidence shall include either copies of permits issued, letters of resolutions issued by the responsible agency documenting compliance, or other evidence documenting compliance and deemed acceptable by the City Manager: Evidence of compliance with Sections 401 and 404 of the Federal Clean Water Act, and Section 1601/1603 of the State of California Fish & Game Code.

- b. Prior to Permit Issuance and/or the Notice to Proceed (which will be sent to DSD), the ADD Environmental Designee of the Entitlements Division shall verify that the following condition has occurred to mitigate direct impacts to 0.079 acre of Diegan coastal sage scrub and 0.023 acres of Saltbush scrub (both Tier II), 0.107 acres of Non-native grassland (Tier IIIB) and three (3) individuals of Palmer's sagewort in accordance with the approved Biology Report prepared by ICF International (November 2010):
 1. The applicant/permittee shall provide verification of payment into the City's Habitat Acquisition Fund (HAF) the amount necessary to purchase a total of 0.156 acres of upland credits as follows: 0.102-acre of Tier II and 0.107-acre of Tier IIIB habitat within the City's MHPA at the current per-acre contribution amount which would satisfy the 1:1 (Tier II) and 0.5:1 (Tier IIIB) mitigation acreage requirements for impacts outside the MHPA that would be mitigated inside the MHPA.
- II. Prior to Permit Issuance or Bid Opening/Bid Award the Applicant shall provide detailed plans and specifications for the creation of 0.03-acre of mule-fat scrub north of the San Diego River and west of SR-163, satisfactory to the City Manager to mitigate for 0.015 acre of impacts to on-site Riparian Vegetation (mule-fat scrub). Specifications must be found to be in conformance with the conceptual Offsite Mitigation Plan prepared by ICF International (November 2010):
- a. Mitigation Goal The project shall mitigate for impacts to 0.015 acres of wetland habitat through the creation of 0.03 acre of mule-fat scrub north of the San Diego River and west of SR-163 as detailed in the Plan,
 - b. Responsibilities The Contractor shall be responsible for all grading and contouring, clearing and grubbing, installation of plant materials and native seed mixes, and any necessary maintenance activities or remedial actions required during installation and the 120-day plant establishment period as detailed in the Mitigation Plan. Standard Best Management Practices shall be implemented to insure that sensitive biological resources would not be impacted by water run off.
 - c. Biological Monitoring Requirements All biological monitoring in or adjacent to wetlands shall be conducted by a qualified wetland biologist. The biologist shall conduct construction monitoring during all phases of the project. Orange flagging shall be used to protect sensitive habitat. Construction related activity shall be limited to the construction corridor areas as identified on the construction plans. Both a detailed Performance Criteria plan and all the maintenance requirements are found in the Offsite Mitigation Plan.
 - d. Notification of Completion: At the end of the fifth year, a final report shall be submitted to Mitigation Monitoring Coordination section evaluating the success of the mitigation. The report shall make a determination of whether the requirements of the mitigation plan have been achieved. If the final report indicates that the mitigation has been in part, or whole, unsuccessful, the Applicant shall be required to submit a revised or supplemental mitigation program to compensate for those portions of the original mitigation program which were not successful. At such time, the Applicant

must consult with the Development Services Department. The Applicant understands that agreed upon remedial measures may result in extensions to the long-term maintenance and monitoring.

III. General Bird Mitigation

- a. If project grading/brush management is proposed in or adjacent to native habitat during the typical bird breeding season (i.e. Feb. 1-Sept. 15), or an active nest is noted, the project biologist shall conduct a pregrading survey for active nests in the development area and within 300 feet of it, and submit a letter report to MMC prior to the preconstruction meeting.
- b. If active nests are detected, or considered likely, the report shall include mitigation in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e. appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) to the satisfaction of the Assistant Deputy Director (ADD) of the Entitlements Division. Mitigation requirements determined by the project biologist and the ADD shall be incorporated into the project's Biological Construction Monitoring Exhibit (BCME) and monitoring results incorporated in to the final biological construction monitoring report.
- c. If no nesting birds are detected per III.a above, mitigation under III a. is not required.

IV. Post Construction

- a. Submittal of Draft Monitoring Reports to MMC
 1. The Applicant or Project Biologist, as appropriate, shall submit two copies of the Draft Monitoring Report which describes the results, analysis, and conclusions of all phases of the Biological Monitoring Program (with appropriate graphics) to MMC for review and approval within 90 days following the completion of monitoring.
 2. MMC shall return the Draft Monitoring Report to the Applicant or Project Biologist for revision, for preparation of the Final Report.
 3. The Applicant or Project Biologist shall submit revised Draft Monitoring Report to MMC for approval.
 4. MMC shall provide written verification to the Applicant or Project Biologist of the approved report.
 5. MMC shall notify the applicant, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- b. Submittal of Final Monitoring Reports to MMC
 1. The Applicant or Project Biologist shall submit one copy of the approved Final Monitoring Report to MMC, within 90 days after notification from MMC that the draft report has been approved.

VI. PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

United States Government

U.S. Fish and Wildlife Service (23)
U.S. Army Corps of Engineers (26)
U.S. Environmental Protection Agency (19)

State of California

California Department of Fish and Game (32A)
Regional Water Quality Control Board, Region 9 (44)
Caltrans District 11 (31)
State Clearinghouse (46A)
Resources Agency (43)
Water Resources Control Board (55)
Native American Heritage Commission (56)

City of San Diego

Council Member Zapf, District 6
City Attorney
 Shannon Thomas (MS 93C)
Engineering and Capital Projects
 Brad Johnson (MS 908A)
 Mark Giandoni (MS 908A)
 Juan Baligad (MS 908A)
Development Services Department
 ~~Patricia Grabski (MS 301)~~
 Will Zounes (MS 501)
 Myra Herrmann (MS 501)
 Kristen Forburger (MS 401)
 Antoinette Gibbs (MS 501)
 Jeff Harkness (MS 401)
 Julius Ocen (MS 501)
 Victoria Huffman (MS 401)
 Brian Schoenfish (MS 401)
 Mitigation Monitoring Coordination (MS 1102B)
Library Dept.-Gov. Documents MS 17 (81)
 Mission Valley Branch Library (81R)

Other Groups and Individuals


Sierra Club (165)
San Diego Canyonlands (165A)
Wetlands Advisory Board (171)
San Diego Audubon Society (167)
Jim Peugh (167A)
California Native Plant Society (170)

San Diego Bay & Coastkeeper (173)
 Endangered Habitat League (182 and 182A)
 Carmen Lucas (206)
 Clint Linton (215B)
 South Coastal Information Center @ San Diego State University (210)
 San Diego Historical Society (211)
 San Diego Archaeological Center (212)
 Save Our Heritage Organization (214)
 Ron Christman (215)
 Louie Guassac (215A)
 San Diego County Archaeological Society (218)
 Kumeyaay Cultural Repatriation Committee (225)
 Kumeyaay Cultural Heritage Preservation (223)
 Inter-Tribal Cultural Resource Council
 Native American Distribution (NOTICE ONLY 225A-S)
 Barona Group of Capitan Grande Band of Mission Indians (225A)
 Campo Band of Mission Indians (225B)
 Ewiiapaayp Band of Mission Indians (225C)
 Inaja Band of Mission Indians (225D)
 Jamul Indian Village (225E)
 La Posta Band of Mission Indians (225F)
 Manzanita Band of Mission Indians (225G)
 Sycuan Band of Mission Indians (225H)
 Viejas Group of Capitan Grande Band of Mission Indians (225I)
 Mesa Grande Band of Mission Indians (225J)
 San Pasqual Band of Mission Indians (225K)
 Santa Ysabel Band of Diegueño Indians (225L)
 La Jolla Band of Mission Indians (225M)
 Pala Band of Mission Indians (225N)
 Pauma Band of Mission Indians (225O)
 Pechanga Band of Mission Indians (225P)
 Los Coyotes Band of Mission Indians (225Q)
 Rincon Band of Luiseno Indians (225R)
 San Luis Rey Band of Luiseno Indians (225S)
 Friars Village HOA (328A)
 Mary Johnson (328B)
 Mission Valley Community Council (328C)
 San Diego River Conservancy (330A)
 Friends of Mission Valley Preserve (330B)
 Mission Valley Community Planning Group (331)
 Mr. Gene Kemp – Fashion Valley Mall (332)
Tim Allison - Metropolitan Transit System

VII. RESULTS OF PUBLIC REVIEW:

- () No comments were received during the public input period.
- () Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.
- (X) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

Copies of the ~~draft~~ Final Mitigated Negative Declaration, the Mitigation, Monitoring and Reporting Program and any Initial Study material are available in the office of the Entitlements Division for review, or for purchase at the cost of reproduction.


Myra Herrmann, Senior Planner
Development Services Department

Analyst: Herrmann/~~Amhart~~

November 8, 2011
Date of Draft Report

April 27, 2012
Date of Final Report

Attachments:

Figure 1 - Location Map/Site Plan
Figure 2 - Biological Impacts
Figure 3 - Offsite Mitigation Location
Initial Study Checklist

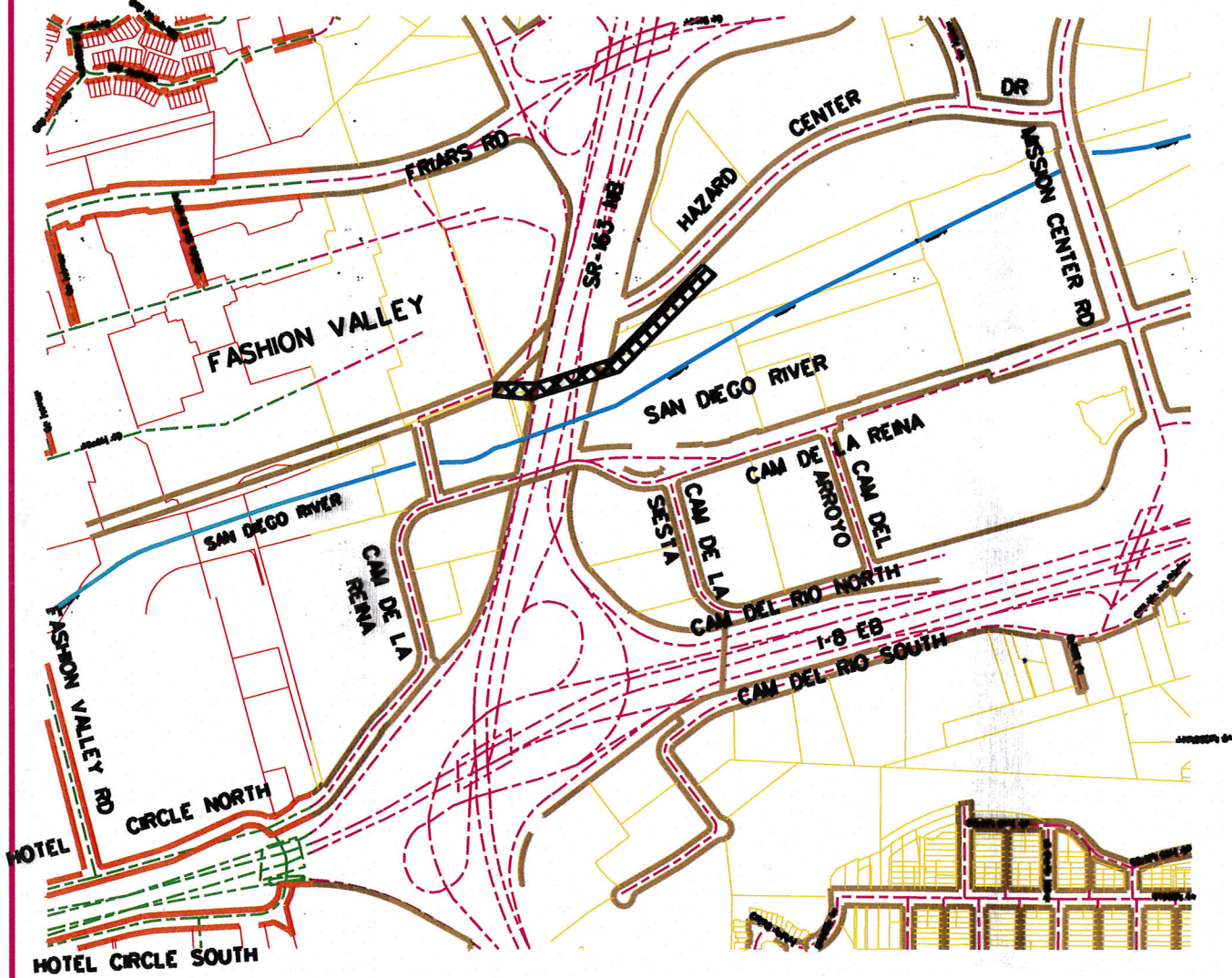
APPENDIX B
SAMPLE CITY INVOICE

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

APPENDIX C
LOCATION MAP

SAN DIEGO RIVER MULTI-USE PATHWAY

LOCATION MAP



PROJECT LOCATION 

APPENDIX D

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)
AGREEMENT AND PERMIT**



PLAN REVIEW / RIGHT OF ENTRY APPLICATION

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
Telephone: 619.557.4501
Fax: 619.230.6878

Submittal Date:

FOR MTS USE ONLY

MTS Doc. No.

Application No.

Date MTS recd.

Milepost Limits

APPLICANT INSTRUCTIONS

Complete all applicable boxes below (click in boxes to type & then print) and return with submittal requirements (as noted below).

Submittal Requirements:

- 1) 8½ X 11 vicinity map
- 2) 3 full- & 3 half-size sets of plans, drawings, exhibits
- 3) 3 sets of reports, specs, & calculations if applicable
- 4) Nonrefundable application fee of \$750

- * Make checks payable to *Metropolitan Transit System*
- * Additional permit fees, copies, and information may be required upon request to the Metropolitan Transit System

Applicant Name & Company
(Owner/Project Manager)

Permittee Name & Company
(Contractor/Engineer/Firm)

Applicant Mailing Address

Permittee Mailing Address

Contact person:

Contact person:

Telephone:

Telephone:

Fax:

Fax:

E-mail:

E-mail:

Project Location (street address and nearest cross street)

Project Description

Anticipated Dates -

Begin work:

End work:

Authorizing Agencies / Jurisdictions (i.e., MTS, NCTD, local cities & counties, government agencies, etc.)

Revised 2/13

**CONSTRUCTION AND MAINTENANCE AGREEMENT FOR
THE SAN DIEGO RIVER MULTI-USE PATHWAY PROJECT**

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE SAN DIEGO RIVER MULTI-USE PATHWAY PROJECT ("CMA") is made and entered into this 24th day of April, 2012, by and between the SAN DIEGO METROPOLITAN TRANSIT SYSTEM ("MTS"), a California public agency, and THE CITY OF SAN DIEGO, a California municipal corporation ("CITY") (collectively the "Parties").

RECITALS

WHEREAS, MTS is the owner of certain MTS right-of-way assets (the "ROW") located in the City of San Diego. The ROW is in active use by light-rail operators; and

WHEREAS, CITY proposes to construct, operate, maintain, restore and replace the San Diego River Multi-Use Pathway (the "Pathway") below the MTS tracks in substantial compliance with schematic plans attached hereto as **Exhibit A: Schematic Plans**; and

WHEREAS, the Parties agree that CITY will construct, operate, maintain, restore and replace the Pathway, and CITY will reimburse MTS for all MTS staff expenses, consultant expenses and other direct expenses accrued in reviewing, approving and constructing the Pathway and in preparing this CMA and any other agreements relating to the Pathway, including but not limited to an easement for the Pathway and a Right of Entry Permit that allows the CITY to construct, operate, maintain, restore and replace the Pathway;

NOW, THEREFORE, IT IS AGREED:

1. **Easement.** MTS shall grant to CITY an easement (the "Pathway Easement") upon certain portions of the ROW in the City of San Diego, County of San Diego, depicted in **Exhibit B: Pathway Easement Area**; and shall consent to the CITY's use of (the "Pathway Consent to Use") the MTS Easement Area depicted in **Exhibit C: Fashion Valley Easement Area**; solely for the purpose of constructing, operating, maintaining, restoring and replacing the Pathway, in strict accordance with the provisions of this CMA. The Pathway Easement and Pathway Consent to Use shall be granted subject to the prior, continuing and future rights and obligations of MTS (including its licensees, successors and assigns) to use the ROW for MTS purposes and other consistent uses, including, but not limited to, existing and future transportation activities, utilities, communication systems, pipeline facilities and appurtenances in, upon, over, across and along the ROW, and there is expressly reserved unto MTS, and its respective successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain, operate and use any and all existing and future facilities and appurtenances related to the above-referenced uses.

2. **Use.** If CITY shall use the ROW for any purpose other than as stated in Section 1 above, or fail to act in accordance with the provisions of this CMA, or act in a manner which interferes with the use of the ROW by MTS (including its licensees, successors and assigns), then MTS (or its successors and assigns) shall provide CITY with a timely written notice of any

Document No. **C-15948**
Filed NOV 27 2012

Office of the City Clerk
San Diego, California

claim of default, meet and confer with CITY regarding the claim of default, and allow CITY a reasonable opportunity to cure the default so long as CITY proceeds expeditiously to cure the default. If CITY fails to cure the default in a timely manner, MTS may exercise its remedies at law or equity against CITY. It is expressly understood and agreed by MTS that CITY shall use the ROW without interference or damage to the catenary wires, pipelines, electric transmission lines, telephone lines, telegraph lines, communications systems and other facilities of the like existing or constructed during the term of this CMA over, under, along and across the ROW. CITY hereby agrees that it will indemnify and save harmless MTS from and against any and all liability for any such interference or damage by the CITY or its contractors or agents as more expressly set forth below in paragraph 8.

3. Limitations.

(a) Limitations on Use.

- (i) CITY shall comply with all applicable terms, conditions, directives and requirements of MTS's policies regarding rights-of-way and other MTS ordinances, rules and regulations. CITY shall comply with all applicable laws and regulations of the federal, state, county, local governments and all administrative agencies thereof which may have jurisdiction over CITY's construction, maintenance and operation of the Pathway.
- (ii) No use, construction or maintenance by CITY or on CITY's behalf of the Pathway will interfere with any type of MTS operations on the ROW.
- (iii) CITY shall not leave any personal property or equipment on the ROW unattended at any time after the completion of the Pathway that would cause a safety hazard or violate a Public Utilities Commission regulation.

(b) Limitations on Easement. The easement and permission to be granted are without warranty of title of any kind, expressed or implied, and are subject to and subordinate to all prior licenses, leases, easements, restrictions, reservations, conditions, covenants, encumbrances, right-of-ways, liens and claims of title which may in any manner encumber the ROW.

4. Maintenance of Pathway. CITY shall maintain at its expense the Pathway and appurtenances constructed pursuant to the terms of this CMA and which are over, under, along and across the ROW. In performing its maintenance obligations in accordance with this Paragraph 4, the CITY and/or its contractors, agents and assigns shall comply with MTS's rules and regulations concerning use of and work within the ROW, and the instructions of MTS's representatives in relation to the proper manner of protecting MTS's tracks and traffic moving thereon, pole lines, signals and other property of MTS, or its tenants or licensees, at or in the vicinity of any maintenance work, and shall perform such work at such times as shall not

endanger or interfere with safe and timely operation of MTS's track and other facilities.

5. **Right of Entry Permit.** The exercise of any and all rights provided by this CMA is subject to the requirement that the CITY's contractors and agents first obtain a Right of Entry Permit ("ROE Permit") from MTS prior to entry onto the ROW for the construction, restoration or replacement of the Pathway. The ROE Permit requires that the CITY's contractors and agents procure and maintain in force at all times during the construction contract, the insurance described in this CMA. MTS shall timely process any applications required to obtain the Permits, and shall not unreasonably deny or delay the issuance of any such Permit. The CITY's contractors and agents will comply with all MTS policies, rules and regulations as stated in the ROE Permit, and the instructions of MTS's representatives in relation to the proper manner of protecting the MTS tracks and traffic moving thereon, catenary lines, pull lines, signals and other property of MTS, or its respective tenants or licensees, during the period of construction of the Pathway and shall perform the work at such times and in such a manner so as not to endanger or interfere with the safe and timely operation of the railroad track and other facilities.

6. **Durable Maintenance ROE Permit.** Notwithstanding the foregoing, MTS hereby grants to City a Durable Maintenance ROE Permit to allow CITY to enter onto the ROW for routine maintenance of the Pathway, including, but not limited to, activities such as trash removal, cleaning of pedestrian walkway, cleaning of pedestrian guardrail, and similar maintenance activities. The Durable Maintenance ROE Permit shall remain effective throughout the life of this Agreement and be subject to all of the terms of this CMA, including but not limited to the indemnity and insurance provisions. Entry onto the ROW by individuals or entities other than the CITY (such as contractors, agents, and non-CITY employees) shall require a separate ROE Permit as specified in paragraph 5.

7. **Notice.** The exercise of any and all rights provided to the CITY by this CMA is also subject to the notice requirements set forth in the ROE Permits for the construction and maintenance of the Pathway, prior to entry onto the ROW for any purpose.

8. **Indemnification.**

(a) CITY

CITY agrees to indemnify, defend and hold harmless MTS, its Board, officers, directors, agents, and employees, Rail America, the San Diego and Imperial Valley MTS ("SD&IV"), the San Diego and Arizona Eastern Railway (SD&AE), San Diego Trolley, Inc. (SDTI), San Diego Transit Corporation (SDTC), any other entity performing maintenance work on the ROW, any other entity providing passenger rail operation services for MTS on the ROW, and any other entity providing dispatch services to MTS for the ROW, their officers, directors, agents and employees ("MTS Indemnitees"), from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including, but not limited to, third party claims, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the MTS Indemnitees arising out of or connected with this CMA, the maintenance of any device or appurtenance implemented under this CMA, and any negligent acts or omissions on the part of the CITY, its Council, officers, agents,

contractors, sublicensees, or employees, or invitees, which shall include members of the public using the Pathway. The requirements as to the types and limits of the insurance coverage to be maintained by the CITY as required by section 9, and any approval of the insurance by MTS, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this CMA, including but limited to, the provisions concerning indemnification.

(b) MTS

MTS agrees to indemnify, defend and hold harmless the CITY and its City Council members, officers, agents, volunteers, contractors, and employees ("City Indemnitees"), from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the CITY Indemnitees arising out of or connected with any negligent acts or omissions on the part of MTS, their Boards, officers, agents, contractors, or employees, under or in connection with any work, authority or jurisdiction delegated to MTS under this CMA. MTS shall have no obligation to indemnify any sublicensee or invitee of CITY for any reason whatsoever.

(c) CONCURRENT NEGLIGENCE

In the event of an act or acts of concurrent negligence which results in the filing of a demand, claim, or complaint against the Parties, each party shall defend and represent itself such that each party shall bear its own costs and attorney's fees.

9. **Insurance.** CITY, at its sole cost and expense, shall procure and maintain the following insurance:

(a) General Liability

- (i) CITY shall maintain \$10 million of general liability coverage. Upon request by MTS, CITY shall provide satisfactory evidence that it meets the insurance requirements of this CMA. CITY may meet this requirement, in part or in full, through self-insurance.
- (ii) The coverage described above shall cover bodily injury (including death) and property damage liability, owned and non-owned equipment, and blanket contractual liability.
- (iii) The policies shall not have endorsement limitations relating to operations on or near railroad property.
- (iv) All such policies shall name in the endorsement San Diego Metropolitan Transit System, San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company, San Diego and Imperial Valley Railroad, San Diego Transit Corporation, and their

directors, officers, agents, and employees as additional insureds as their interests may appear.

(b) Automobile Liability

- (i) CITY shall maintain \$10 million of automobile liability coverage. Upon request by MTS, CITY shall provide satisfactory evidence that it meets the insurance requirements of this CMA. CITY may meet this requirement, in part or in full, through self-insurance.
- (ii) The insurance shall indemnify against loss from liability imposed by law for damages on account of bodily injury, property damage, and personal injury. The automobile coverage shall cover all owned, non-owned and hired automobiles.

(c) Workers Compensation. CITY shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the Right-of-Way, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. CITY shall provide employers' liability insurance in the amount of not less than two million dollars per accident for bodily injury and disease. By its signature hereunder, CITY certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions in connection with any work performed on the Site. Any persons providing services with or on behalf of CITY shall be covered by workers' compensation (or qualified self-insurance.) CITY waives any rights of subrogation against MTS, SD&AE, or any of their subsidiaries, and the policy form must permit and accept such waiver.

(d) Railroad Protective Insurance. CITY shall remove any exclusions relating to performance of operations within the vicinity of any railroad, Project, trestle, track, roadbed, tunnel, underpass, or crossing from its General Liability Coverage for both the self insured and excess policies or purchase a separate Railroad Protective Liability policy.

(e) For any claims arising out of or connected with this CMA regarding the maintenance of any device or appurtenance implemented under this CMA, and any negligent acts or omissions on the part of CITY, its officers, agents, contractors, or employees, or CITY's operations or activities, CITY's insurance shall be primary insurance to MTS, SDTI, SDTC, SD&AE, SD&IV, and their directors, officers, employees, contractors, agents or authorized volunteers. Any insurance, self-insurance or other coverage maintained by MTS, SDTI, SDTC, SD&AE, SD&IV, and their directors, officers, employees, agents or authorized volunteers shall not contribute to it. All policies and coverages shall contain a provision for 30 days written notice by the Insurer(s) to the MTS Contracts Specialist of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

(f) CITY shall require that every contractor or subcontractor retained to

perform the construction or maintenance of the Project, who enters upon, uses, or performs any work upon the ROW by or on behalf of CITY shall provide to MTS evidence of insurance as follows:

- (i) Commercial General Liability. At all times during this contract and, with respect to Products and Completed Operations Liability, for 12 months following the acceptance of the work by MTS, Contractor agrees to maintain Commercial General Liability Insurance for bodily injury and property damage in an occurrence form and with insurance companies acceptable to MTS with minimum policy limits of \$2 million dollars (per occurrence) for any general contractor and \$2 million dollars (per occurrence) for any sub-contractors. Commercial General Liability Insurance must include coverage for the following:

- Premises/Operations Liability
- Aggregate Limits per Project
- Products/Completed Operations Liability
- No Explosion, Collapse, and Underground (XCU) exclusion
- Contractual Liability, with respect to this agreement
- Personal Injury Liability
- Broad Form Property Damage
- Independent Contractors

All such policies shall name in the endorsement San Diego Metropolitan Transit System, San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company, San Diego and Imperial Valley Railroad, San Diego Transit Corporation, and their directors, officers, agents, and employees as additional insureds as their interests may appear. All general liability coverages required under this Section 9(f) are PRIMARY and that any insurance of MTS, SDTI, SD&AE, SD&IV, and SDTC, shall be excess and noncontributory (endorsement required).

- (ii) Automobile Liability. At all times during this contract, Contractor agrees to maintain Automobile Liability Insurance for bodily injury and property damage including coverage for all owned, non-owned, and hired vehicles at a minimum policy limit of \$1 million dollars. All such policies shall name in the endorsement San Diego Metropolitan Transit System, San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company, San Diego and Imperial Valley Railroad, San Diego Transit Corporation, and their directors, officers, agents, and employees as additional insureds as their interests may appear.

- (iii) Workers' Compensation/Employer Liability. At all times during this contract, Contractor agrees to maintain Workers' Compensation and Employers' Liability Insurance in compliance with the applicable statutory requirements at a minimum policy limit of \$1 million dollars. Contractor waives any rights of subrogation against MTS, SDTI, SD&AE, SD&IV, SDTC, and CITY and the policy form must permit and accept such waiver.
- (iv) Railroad Protective Insurance. Remove any exclusions relating to performance of operations within the vicinity of any railroad, Project, trestle, track, roadbed, tunnel, underpass, or crossing from its General Liability Coverage, or purchase a separate Railroad Protective policy in the amount of \$2,000,000 in the name of MTS, and all other named parties in section f (i) above.
- (v) Notice. All policies and coverages shall contain a provision for 30 days written notice by the Insurer(s) to MTS of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

10. **Co-operation in Defense of Claims.** The Parties agree to co-operate in good faith to seek a prompt disposition, by way of dismissal or summary judgment, of any claim or litigation alleging liability of any party to this CMA, based on the construction, maintenance or operation of the Pathway.

11. **Default; Termination.**

(a) In the event that CITY fails to perform any obligation under this CMA, CITY shall pay all costs and expenses incurred by MTS in obtaining performance of such obligations, including costs of suit and reasonable attorney's fees. If CITY uses the ROW for any purpose not expressly authorized by this CMA or fails to act strictly in accordance with the terms and conditions of this CMA, and if such default is not corrected within 30 days' notice from MTS to CITY, MTS may prevent CITY from entering the ROW until the default is corrected. If MTS determines that any default by CITY does or has the potential to cause a danger to the ROW, light rail vehicle operations, or MTS operations, and CITY fails or refuses to timely correct the default, MTS may perform such work as is reasonable and necessary to remedy the danger, and CITY shall reimburse MTS for all costs and damages so incurred for correcting the default. If CITY fails or refuses to correct any default after such notice, or refuses to timely reimburse MTS for the work required to remedy the danger, MTS may, upon thirty (30) days additional notice and in addition to any other remedy provided by law, terminate this CMA and prevent CITY from entering the ROW thereafter.

(b) In the event MTS fails to perform any of its obligations under this CMA, CITY shall give MTS written notice of the nature of the default and the steps required to remedy the default. If the default is not cured within thirty (30) days of the delivery of CITY's notice, CITY may proceed to enforce its rights and protect its interests under this CMA. MTS shall pay

all costs and expenses incurred by CITY in obtaining performance of the obligations, and protecting CITY's interests hereunder, including costs of suit and reasonable attorney's fees. In no case will any enforcement action modify the ownership or operation of the ROW.

(c) This CMA may be terminated at any time by either party upon one hundred twenty (120) days notice in writing to be served upon the other party, stating therein the date that such termination shall take place, and that upon the termination of this CMA in this or any other manner herein provided, CITY, upon demand of MTS, shall abandon the ROW and the use of the Pathway, remove any improvements constructed, installed or maintained on the ROW for the Pathway, and restore the ROW and any other improvements or facilities within said ROW, whether owned by MTS or others, to their original condition in which they were prior to the installation of the Pathway. In case CITY fails to restore MTS's ROW and improvements or facilities as aforementioned within ten (10) days after the effective date of termination (or other time period approved by MTS), MTS may proceed with such work at the expense of CITY. No termination hereof shall release CITY from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date the Pathway is removed and the ROW of MTS restored as above provided.

(d) Termination of this CMA shall not release either party from any liability or obligation hereunder resulting from an event which occurred before termination.

12. **Notices.** All notices to be given under this CMA shall be in writing and either:

(a) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered upon actual receipt; or

(b) Sent by telecopy or similar means, if a copy of the notice is also sent by United States Mail, in which case notice shall be deemed delivered on transmittal by facsimile provided that a transmission report is generated reflecting the accurate transmission of the notice, as follows:

Metropolitan Transit System
Attn: Manager of Real Estate Assets
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel: 619-595-4903

Fax: 619-744-5986

City of San Diego
Attn: Director, Real Estate Assets
1200 Third Avenue
Suite 1700
San Diego, CA 92101
Tel: 619-236-6020

Fax: 619-236-6706

Copy to:

San Diego City Attorney
Attn: Real Property Section
1200 Third Avenue
Suite 1100
San Diego, CA 92101-4106
Tel: 619-533-5800

Fax: 619-236-7215

These addresses may be changed by written notice to the other Parties provided that no notice of a change of address shall be effective until actual receipt by the Parties of the notice. Copies of notices, if any are so indicated, are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

13. **Waiver.** Any party's failure to enforce or exercise its rights with respect to any provision hereof shall not be construed as a waiver of such rights or of such provision.

14. **Laws, Venue, and Attorneys' Fees.** This CMA shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this CMA, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any claim, legal action or proceeding between the parties arising under or concerning this CMA, the prevailing party(ies) shall be entitled to reasonable attorneys' fees and expenses as part of the judgment resulting there from.

15. **Dispute Resolution.**

(a) The Parties agree that they shall first meet, through their senior staff representatives, to attempt to informally resolve any dispute that arises under this CMA.

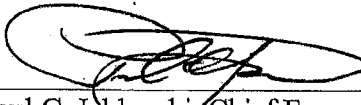
(b) If the informal efforts are unsuccessful, then the Parties agree to participate in mediation. Within five (5) business days of the request of any party, the parties shall mutually agree on the person or alternative dispute resolution agency to conduct the mediation. If the Parties are unable to agree on the person or alternative dispute resolution agency to conduct the mediation, the initiating party may arrange for the office of the American Arbitration Association in downtown San Diego, California, to perform the mediation. The initiating party shall then schedule the mediation so that it is conducted within five (5) business days of the mediator's appointment. The costs of the mediation and fees of the mediator, if any, shall be shared equally by the Parties.

(c) Any dispute not resolved through the mediation required by paragraph (b) of this Section, may proceed to litigation Unless the Parties agree in writing to submit the dispute to binding arbitration.

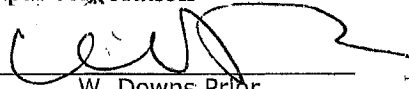
ORIGINAL

IN WITNESS WHEREOF, the Parties hereto have caused this CMA to be executed by and through their respective duly authorized representatives on the date written below their signatures.

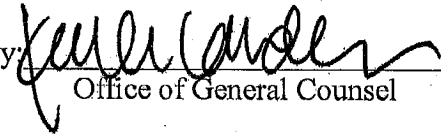
METROPOLITAN TRANSIT SYSTEM

By: 
Paul C. Jablonski, Chief Executive Officer

THE CITY OF SAN DIEGO, a California municipal corporation

By:  11/15/12
W. Downs Prior
Principal Contract Specialist
Public Works Contracting

Approved as to form:

By: 
Office of General Counsel

As to form, and legality:

JAN I GOLDSMITH, City Attorney



Deputy City Attorney
Date: 11/16/2012

Exhibit A: Schematic Plans

[TO FOLLOW BEHIND THIS PAGE]

CITY OF SAN DIEGO PLANS FOR THE CONSTRUCTION OF SAN DIEGO RIVER MULTI-USE PATHWAY

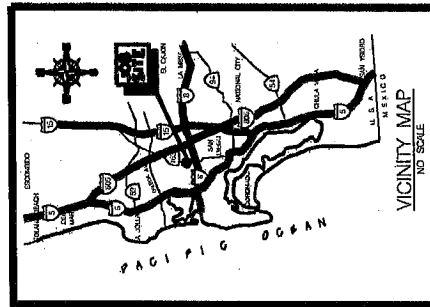
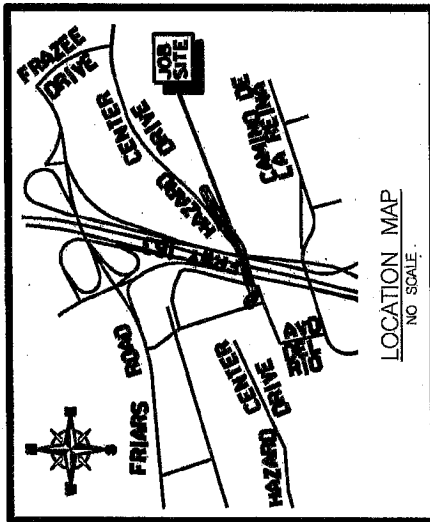
PERMIT NUMBER: SD-14-140	DATE: 10/1/2014
PROJECT NAME: SAN DIEGO RIVER MULTI-USE PATHWAY	DATE: 10/1/2014

WORK TO BE DONE

THE CONTRACTOR SHALL CONSULT THE FOLLOWING DOCUMENTS TO BE USED ACCORDING TO THESE PLANS AND SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO. THE CONSTRUCTION OF A MULTI-USE PATHWAY SHALL BE IN ACCORDANCE WITH THE CITY OF SAN DIEGO STANDARD DRAWINGS AND SPECIFICATIONS AND STANDARD DRAWINGS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND PUBLIC UTILITIES DIVISION. THE CONTRACTOR SHALL CONSULT THE CITY OF SAN DIEGO STANDARD DRAWINGS AND SPECIFICATIONS AND STANDARD DRAWINGS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND PUBLIC UTILITIES DIVISION. THE CONTRACTOR SHALL CONSULT THE CITY OF SAN DIEGO STANDARD DRAWINGS AND SPECIFICATIONS AND STANDARD DRAWINGS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND PUBLIC UTILITIES DIVISION.

STANDARD DRAWINGS & SPECIFICATIONS

- STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2007 EDITION, DIVISION 2, DOCUMENT NO. M&P-100-112-0100/2007.
- CITY OF SAN DIEGO STANDARD SPECIFICATIONS AND STANDARD DRAWINGS TO BE USED IN CONNECTION WITH CONSTRUCTION, DOCUMENT NO. M&P-100-112-0100/2007.
- CITY OF SAN DIEGO STANDARD SPECIFICATIONS AND STANDARD DRAWINGS TO BE USED IN CONNECTION WITH CONSTRUCTION, DOCUMENT NO. M&P-100-112-0100/2007.
- CALIFORNIA DEPARTMENT OF TRANSPORTATION AND PUBLIC UTILITIES DIVISION, STANDARD DRAWINGS AND SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2007 EDITION, DIVISION 2, DOCUMENT NO. M&P-100-112-0100/2007.
- CITY OF SAN DIEGO STANDARD SPECIFICATIONS AND STANDARD DRAWINGS TO BE USED IN CONNECTION WITH CONSTRUCTION, DOCUMENT NO. M&P-100-112-0100/2007.
- CALIFORNIA DEPARTMENT OF TRANSPORTATION AND PUBLIC UTILITIES DIVISION, STANDARD DRAWINGS AND SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2007 EDITION, DIVISION 2, DOCUMENT NO. M&P-100-112-0100/2007.



SURVEY

TYPE	DATE	BY	SCALE
DEVELOPMENT	10/1/2014	ENVIRONMENTAL	AS SHOWN
CONSTRUCTION	10/1/2014	ENVIRONMENTAL	AS SHOWN
AS-BUILT	10/1/2014	ENVIRONMENTAL	AS SHOWN

EXISTING IMPROVEMENTS

- EX-1: EXISTING SIDEWALK
- EX-2: EXISTING DRIVE
- EX-3: EXISTING TRAIL
- EX-4: EXISTING BIKEWAY
- EX-5: EXISTING PATH
- EX-6: EXISTING PATH
- EX-7: EXISTING PATH
- EX-8: EXISTING PATH
- EX-9: EXISTING PATH
- EX-10: EXISTING PATH



LEGEND



SHEET NO.	CONTENTS
1	COVER SHEET
2	CONSTRUCTION NOTES
3	CROSS SECTIONS
4	CROSS SECTIONS
5	PLAN & PROFILE STA 0+00 TO 4+00
6	PLAN & PROFILE STA 4+00 TO 9+00
7	PLAN & PROFILE STA 9+00 TO 10+00
8	DETAILS: WALLS, FENCE, FENCE ACCESS WALKWAY
9	SIGNAGE & MARKINGS
10	LANDSCAPE & ELECTRICAL
11	LANDSCAPE & ELECTRICAL DETAILS AND NOTES
12	LANDSCAPE PLAN & NOTES
13	BIOPIC CONSTRUCTION DETAILS
14	BIOPIC CONSTRUCTION DETAILS
15	BEST MANAGEMENT PRACTICES
16	BEST MANAGEMENT PRACTICES-2

CITY OF SAN DIEGO	ENGINEERING AND ARCHITECTURE
PROJECT NUMBER	SD-14-140
DATE	10/1/2014
DRAWN BY	ENVIRONMENTAL
CHECKED BY	ENVIRONMENTAL
DATE	10/1/2014

PLANS FOR THE CONSTRUCTION OF
SAN DIEGO RIVER MULTI-USE PATHWAY
COVER SHEET
CITY OF SAN DIEGO CALIFORNIA
ENGINEERING AND ARCHITECTURE
PROJECT NUMBER: SD-14-140
DATE: 10/1/2014

Exhibit B: Pathway Easement Area

[TO FOLLOW BEHIND THIS PAGE]

Exhibit B: Pathway Easement Area

APN: 438-021-00
MULTI-USE ACCESS EASEMENT
RESTRICTED TO NON-MOTORIZED VEHICLES

PARCEL "A"

That portion of Lot 6 lying in Hazard Center, in the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 11949, filed in the office of the County Recorder of said San Diego County on November 10, 1987, also being a portion of a Grant Deed to the San Diego Metropolitan Transit Development Board according to Document No. 1994-0728522 recorded December 23, 1994 in said office of the County Recorder, being a 16.00 foot wide strip of land, lying 8.00 feet on each side of the of the following described line:

Commencing at a point on the centerline of Hazard Center Drive, as dedicated per said Map No. 11949, said point being the Westerly terminus of a line that bears South 44°33'03" West 515.27 feet (South 44°01'61" West per Map 11949); Thence leaving the said centerline of Hazard Center Drive South 54°55'16" East 81.81 feet to a point on the Southeasterly line of the said San Diego Metropolitan Transit Development Board Trolley Right of Way, said point also being on the arc of a 149.53 foot radius curve, concave Northerly, a radial to said point bears South 18°54'31" East, said point also being the **True Point of Beginning**; Thence leaving the said Southeasterly Trolley Right of Way and continuing along the arc of said curve through a central angle of 06°37'50" a distance of 17.30 feet; Thence South 77°43'19" West 38.69 feet to the beginning of a tangent 150.00 foot radius curve, concave Southerly, a radial to said point bears North 12°16'41" West; Thence Westerly along the arc of said curve through a central angle of 04°27'20" a distance of 11.66 feet to a point on the Southeasterly line of said Hazard Center Drive Right of Way; Thence leaving the said Southeasterly line of Hazard Center Drive and continuing along the arc of said curve through a central angle of 18°52'20" a distance of 49.41 feet; Thence South 54°23'39" West 153.63 feet to the beginning of a tangent 300.00 foot radius curve, concave Northerly, a radial to said point bears South 35°36'21" East; Thence Westerly along the arc of said curve through a central angle of 06°45'33" a distance of 35.39 feet; Thence South 61°09'12" West 88.33 feet to the beginning of a tangent 150.00 foot radius curve, concave Southerly, a radial to said point bears North 28°50'48" West; Thence Westerly along the arc of said curve through a central angle of 02°28'09" a distance of 6.46 feet to a point on the Southeasterly line of said Hazard Center Drive Right of Way; Thence leaving the said Southeasterly line of Hazard Center Drive and continuing along the arc of said curve through a central angle of 17°42'14" a distance of 46.35 feet to a point on the Easterly line of the State Route 163 Right of Way as shown on Caltrans Map L.O. 19516.2A as of the date of the execution of this instrument.

Excepting therefrom that portion lying Northwesterly of the said Southeasterly line of Hazard Center Drive Right of Way.

The sidelines to be extended or shortened to terminate as follows:

- 1) On the Southeast to the said Southeasterly Trolley Right of Way.
- 2) On the North to the said Southeasterly line of Hazard Center Drive Right of Way
- 3) On the West to the said Easterly line of the State Route 163 Right of Way.

Above described parcel of land contains 2,044.236 Square Feet (0.0469 Acres)

City of San Diego Drawing 21137-B attached and by this reference is made a part hereto.

Richard T. McCormick 5-16-2012

Richard T. McCormick, . LS 7450 Date

Associate Land Surveyor, Field Engineering

City of San Diego

My Registration Expires 12-31-2012

File: 21137-B_legal.doc

WBS S-00958.01.01- May 2012

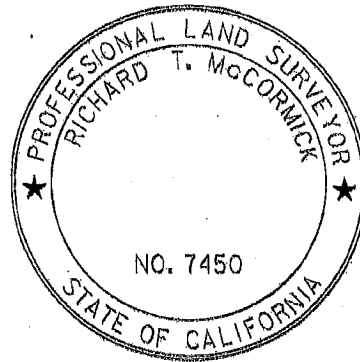


Exhibit B: Pathway Easement Area

OWNERS

METROPOLITAN TRANSIT DEVELOPMENT BOARD (MTDB)

ASSESSOR PARCEL NUMBER
438-021-00

MULTI-USE EASEMENT

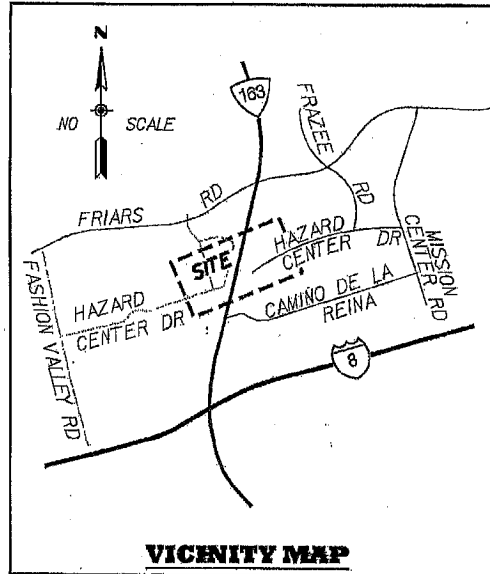
PARCEL "A"
2,044,236 SQ. FT. 0.0469 ACRES

REFERENCES

CITY OF SAN DIEGO SURVEY FIELD NOTES
FARNSWORTH, 12/19/06, W.O. 581910, L.C. 218-1719
FARNSWORTH, 2/10/04, W.O. 119440, L.C. 216-1716
MAP: 103, 6170, 10282, 11949
PARCEL MAP: 15912
CALTRANS MAPS: 19516.2A
CITY DWGS: 23311-D, 23384-D
DEEDS: (NOT SHOWN ON EASEMENT TABLE)
DOC. #1996-0601693, REC. 11/27/96,
HAZARD CENTER DRIVE DEDICATION
DOC. #1994-0728522, REC. 12/23/94,
GRANT DEED TO MTDB TROLLEY

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY IS THE CENTERLINE OF HAZARD CENTER DRIVE AS SHOWN ON MAP 11949, I.E. N 44°33'03" E SAID BEARING IS BASED ON TIES TO CONTROL POINTS GPS 965 TO GPS 964 PER ROS 14492 NAD 83 FEET, ZONE 6 EPOCH 91.35.

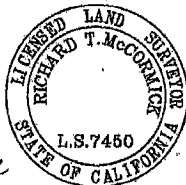


EASEMENT TABLE

- 1 FLOOD CONTROL CHANNEL EASEMENT TO THE CITY OF SAN DIEGO PER DOC. No. 89-004894, REC. 1/5/89, O.R. (CITY DWG 23311-D)
- 2 CENTERLINE OF 6' WIDE WATER EASEMENT TO THE U.S.A., PER DOC. No. 11299, BK. 1630, PG. 281, REC. 2/17/44, O.R.
- 3 BUILDING RESTRICTION EASEMENT GRANTED PER MAP 11949
- 4 DRAINAGE EASEMENT GRANTED PER MAP 11949
- 5 DRAINAGE EASEMENT TO THE CITY OF SAN DIEGO PER DOC. No. 89-004897, REC. 1/5/89, O.R. (CITY DWG 23311-D)
- 6 CENTERLINE SEWER EASEMENTS TO THE U.S. HOLDING CO., (NOW VESTING I.T.C. FASHION VALLEY) PER DEEDS: DOC. No's. 42205 AND 42207, BK. 6995, PG. 177, REC. 3/15/58, O.R.
- 7 OPEN SPACE AND ENVIRONMENTAL PRESERVATION EASEMENT TO THE CITY OF SAN DIEGO PER DOC. No. 89-004895, REC. 1/5/89 (CITY DWG 23311-D)
- 8 SEWER EASEMENT TO THE CITY OF SAN DIEGO PER DOC. No. 93-0830969, REC. 12/10/93 (CITY DWG 23384-D)
- 9 25' WIDE SEWER EASEMENT TO THE CITY OF SAN DIEGO PER DEEDS: DOC. No. 181158 AND DOC. No. 181160, SERIES 3, BK. 1962, REC. 10/22/62, O.R. (CITY DWG 9563-11-D)
- 10 SEWER EASEMENT GRANTED PER MAP 11949
- 11 PEDESTRIAN AND NON-MOTOR VEHICLE RIGHT-OF-WAY TO THE CITY OF SAN DIEGO PER DOC. No. 1996-0577425, REC. 11/14/96 O.R.

PREPARED BY:

CITY OF SAN DIEGO ENGINEERING DEPARTMENT,
FIELD DIVISION - SURVEY SECTION, UNDER THE
DIRECTION OF RICHARD T. McCORMICK, LS 7450,
ASSOCIATE LAND SURVEYOR.



Richard T. McCormick 5-16-2012
RICHARD T. McCORMICK, LS 7450 DATE

RESOLUTION No. _____

ADOPTED: _____

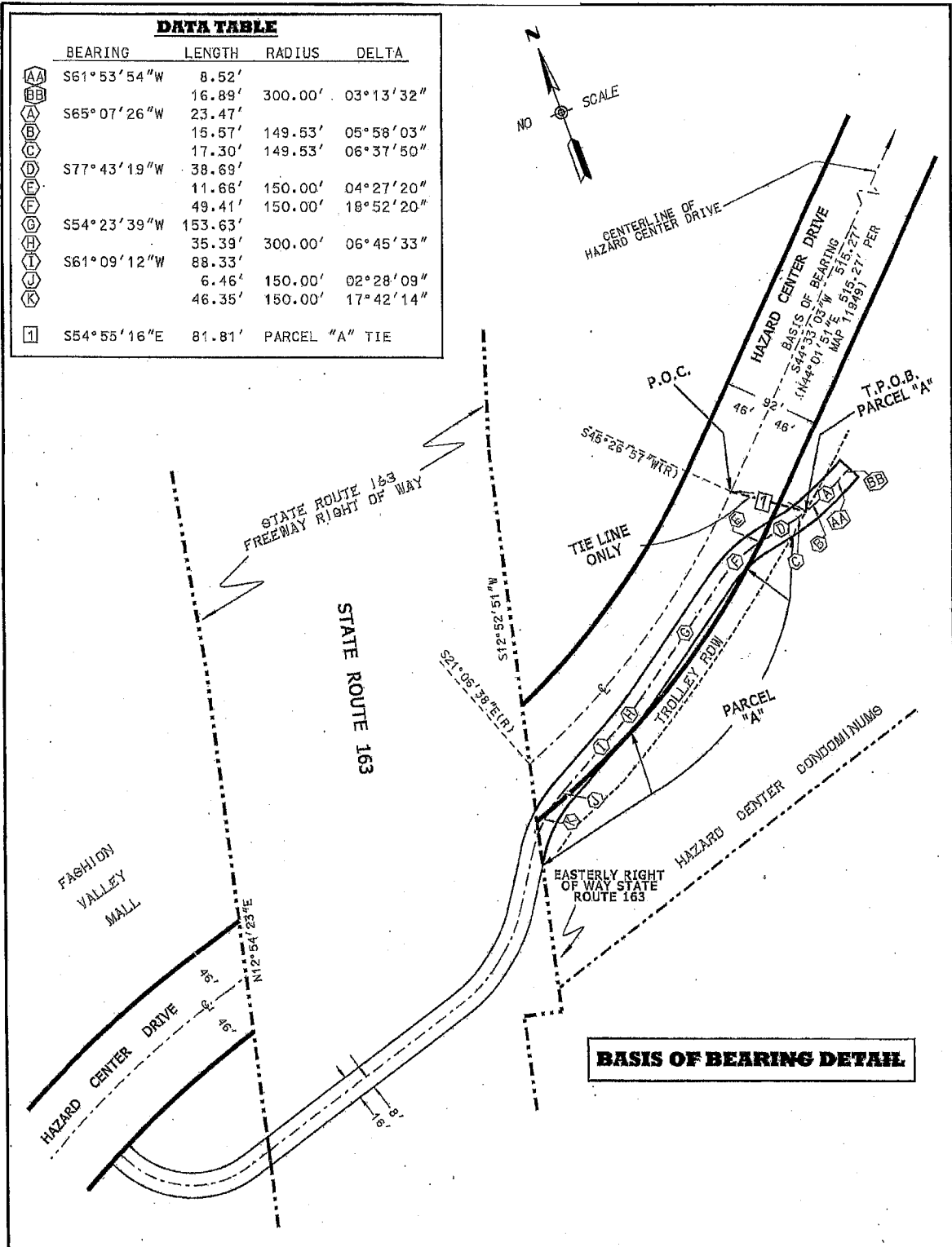
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RECORDED: _____

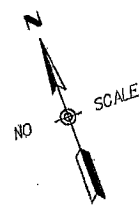
MULTI-USE ACCESS EASEMENT

(RESTRICTED TO NON-MOTORIZED VEHICLES)
HAZARD CENTER DRIVE EAST OF STATE ROUTE 163

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	
ORIGINAL	TAM	RTM	05/12		SHEET 1 OF 4 SHEETS	W.O. S-00958
					<i>R. McCormick</i> 5-16-2012 FOR CITY ENGINEER DATE	1858-6280
						NAD 83 COORDINATES 218-1719
						NAD 27 COORDINATES 2137-1-B
STATUS						



DATA TABLE				
	BEARING	LENGTH	RADIUS	DELTA
AA	S61°53'54"W	8.52'		
BB		16.89'	300.00'	03°13'32"
A	S65°07'26"W	23.47'		
B		15.57'	149.53'	05°58'03"
C		17.30'	149.53'	06°37'50"
D	S77°43'19"W	38.69'		
E		11.66'	150.00'	04°27'20"
F		49.41'	150.00'	18°52'20"
G	S54°23'39"W	153.63'		
H		35.39'	300.00'	06°45'33"
I	S61°09'12"W	88.33'		
J		6.46'	150.00'	02°28'09"
K		46.35'	150.00'	17°42'14"
I	S54°55'16"E	81.81'	PARCEL "A" TIE	



STATE ROUTE 163
FREEWAY RIGHT OF WAY

STATE ROUTE 163

FASHION
VALLEY
MALL

HAZARD CENTER DRIVE

CENTER LINE OF
HAZARD CENTER DRIVE

HAZARD CENTER DRIVE

T.P.O.B.
PARCEL "A"

TIE LINE ONLY

P.O.C.

PARCEL "A"

HAZARD CENTER CONDOMINIUMS

EASTERLY RIGHT
OF WAY STATE
ROUTE 163

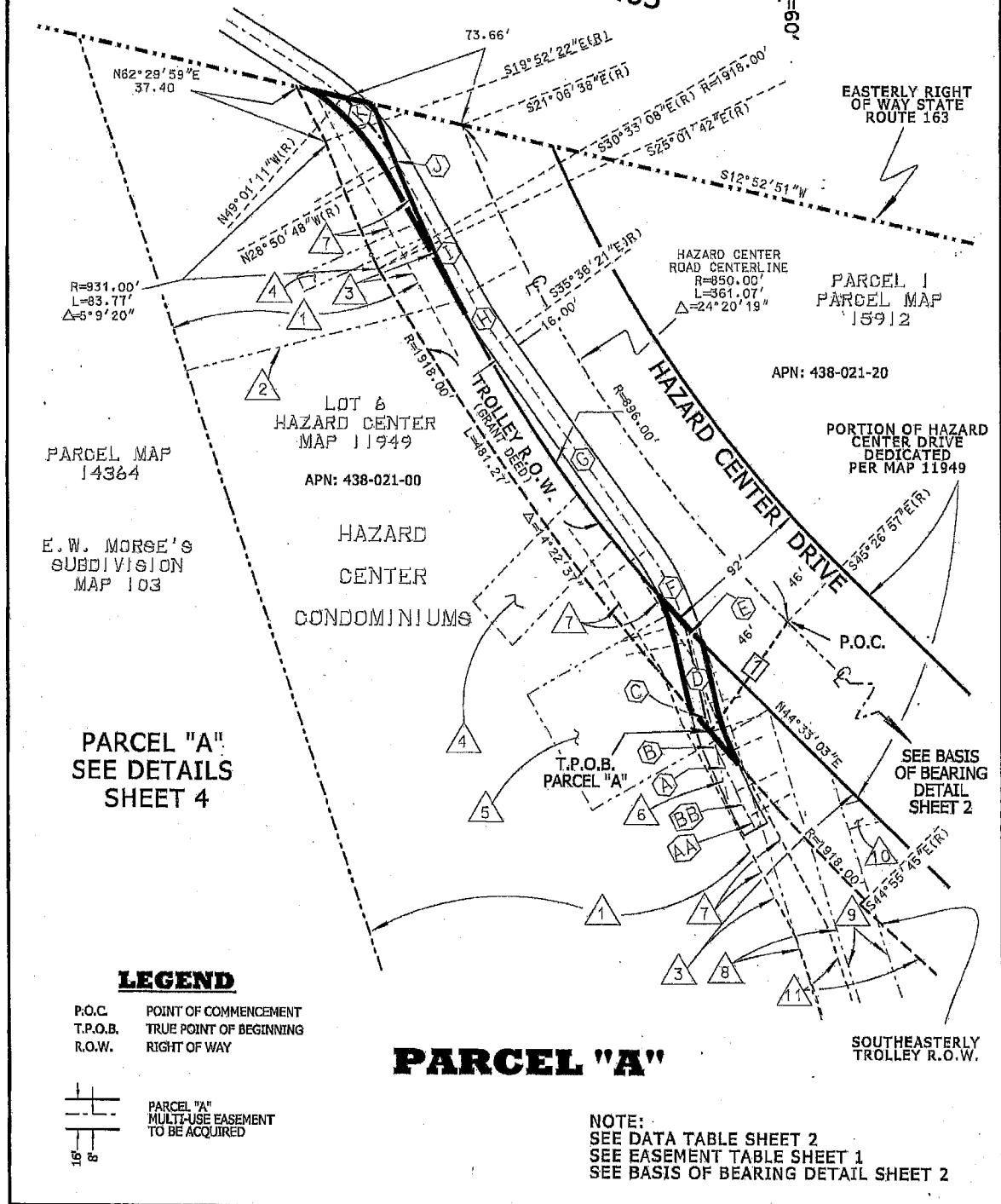
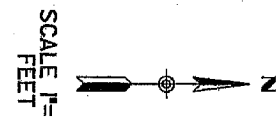
BASIS OF BEARING DETAIL

MULTI-USE ACCESS EASEMENT
(RESTRICTED TO NON-MOTORIZED VEHICLES)
HAZARD CENTER DRIVE EAST OF STATE ROUTE 163

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	
ORIGINAL	TAM	RTM	05/12		SHEET 2 OF 4 SHEETS	
					<i>R.M. [Signature]</i>	5-16-2012
					FOR CITY ENGINEER	DATE
STATUS					W.O. S-00958	
					1858-6280	
					NAD 83 COORDINATES	
					218-1719	
					NAD 27 COORDINATES	
					21137-2-B	

CALTRANS
L.O. 19516.2A

STATE ROUTE 163



PARCEL MAP
14364

E.W. MORSE'S
SUBDIVISION
MAP 103

PARCEL "A"
SEE DETAILS
SHEET 4

LOT 6
HAZARD CENTER
MAP 11949

APN: 438-021-00

HAZARD
CENTER
CONDOMINIUMS

HAZARD CENTER
ROAD CENTERLINE
R=850.00'
L=361.07'
Δ=24°20'19"

PARCEL 1
PARCEL MAP
15912

APN: 438-021-20

PORTION OF HAZARD
CENTER DRIVE
DEDICATED
PER MAP 11949

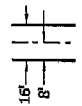
P.O.C.

SEE BASIS
OF BEARING
DETAIL
SHEET 2

SOUTHEASTERLY
TROLLEY R.O.W.

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
- R.O.W. RIGHT OF WAY



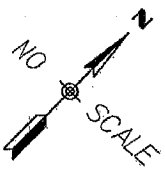
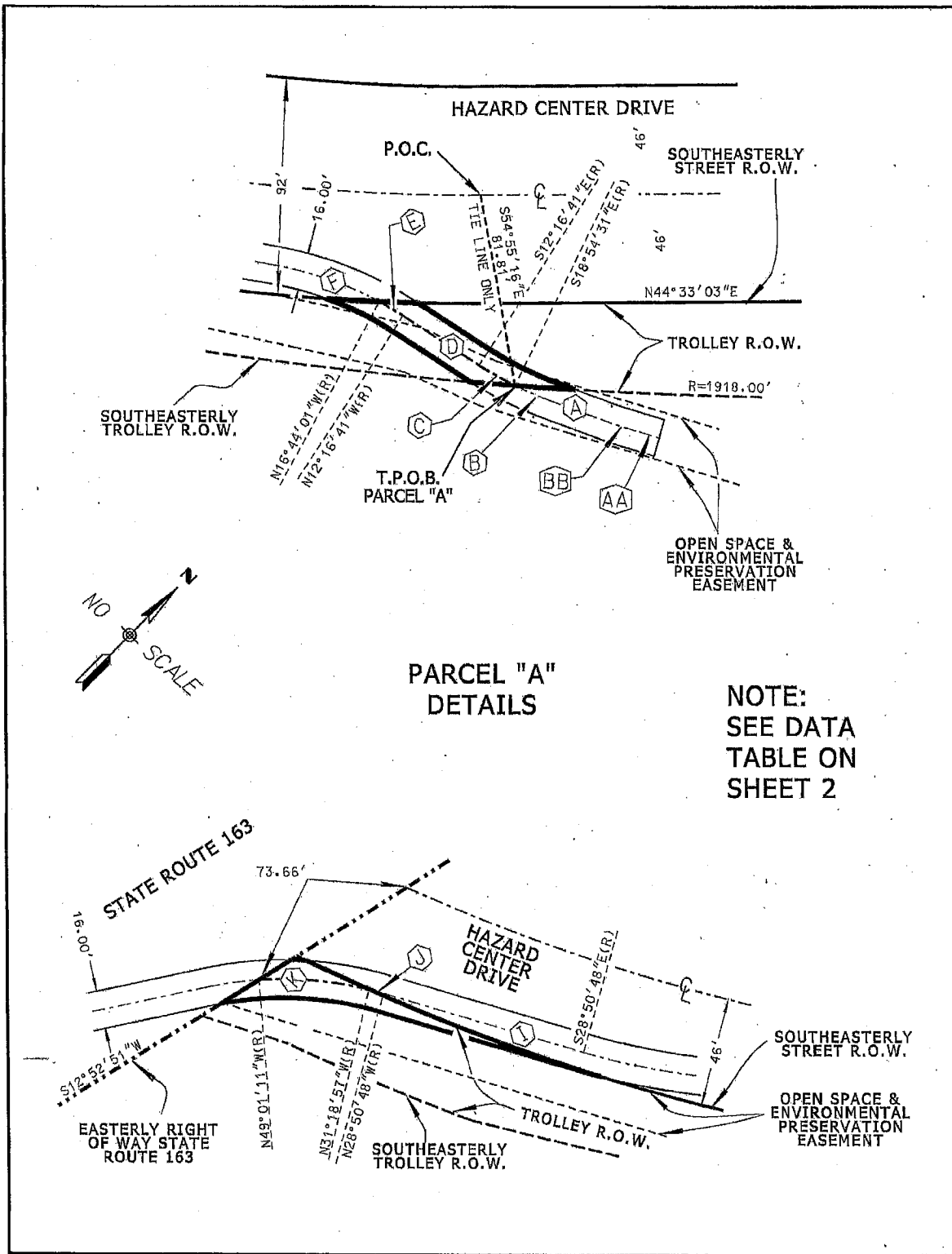
PARCEL "A"
MULTI-USE EASEMENT
TO BE ACQUIRED

PARCEL "A"

NOTE:
SEE DATA TABLE SHEET 2
SEE EASEMENT TABLE SHEET 1
SEE BASIS OF BEARING DETAIL SHEET 2

MULTI-USE ACCESS EASEMENT (RESTRICTED TO NON-MOTORIZED VEHICLES) HAZARD CENTER DRIVE EAST OF STATE ROUTE 163

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	
ORIGINAL	TAM	RTM	04/12		SHEET 3 OF 4 SHEETS	
					w.o. S-00958	
					1858-6280	
					NAD 83 COORDINATES	
					218-1719	
					NAD 27 COORDINATES	
					21137-3-B	
STATUS						



**PARCEL "A"
DETAILS**

**NOTE:
SEE DATA
TABLE ON
SHEET 2**

MULTI-USE ACCESS EASEMENT (RESTRICTED TO NON-MOTORIZED VEHICLES) HAZARD CENTER DRIVE EAST OF STATE ROUTE 163							
DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	SHEET 4 OF 4 SHEETS	W.O. S-00958
ORIGINAL	TAM	RTM	05/12				
					<i>R. McManis</i> FOR CITY ENGINEER	5-16-2012 DATE	1858-6280 NAD 83 COORDINATES
							218-1719 NAD 27 COORDINATES
							21137-4-B
STATUS							

Exhibit C: Fashion Valley Easement Area

[TO FOLLOW BEHIND THIS PAGE]

Exhibit C: Fashion Valley Easement Area

APN: 437-291-29

**MULTI-USE ACCESS EASEMENT
RESTRICTED TO NON-MOTORIZED VEHICLES**

PARCEL "D"

That portion of Parcel 5 in the City of San Diego, County of San Diego, State of California, according to the Parcel Map thereof No. 17795, filed in the office of the County Recorder of said San Diego County on December 20, 1996, also being a portion of a Grant of Easement to the San Diego Metropolitan Transit Development Board according to Document No. 1996-0140735 recorded March 21, 1996, in said office of the County Recorder, being a 16 foot wide strip of land, lying 8.00 feet on each side of the of the following described line:

Commencing at a point on the centerline of Hazard Center Drive, as dedicated per Map No. 11949, filed in the office of the County Recorder of said San Diego County on November 10, 1987, said point being the Westerly terminus of a line that bears South 44°33'03" West 515.27 feet (South 44°01'61" West per Map 11949) and the beginning of a tangent 850.00 feet radius curve, concave Northwesterly; Thence leaving the said centerline of Hazard Center Drive South 57°57'42" West 927.29 feet to a point on the Southerly line of the San Diego Metropolitan Transit Development Board Trolley Right of Way according to said Grant of Easement, said point being on the arc of a 100.00 foot radius curve, concave Northeasterly, a radial to said point bears South 18°02'50" West, said point being the **True Point of Beginning**; Thence leaving said Southerly line of Trolley Right of Way and continuing Northwesterly along the arc of said curve through a central angle of 22°28'53" a distance of 39.24 feet to a point on the Northerly line of said Trolley Right of Way, a radial to said point bears South 40°31'43" West.

The sidelines to be extended or shortened to terminate as follows:

On the South to the said Southerly line of said Trolley Right of Way.

On the North to the said Northerly line of said Trolley Right of Way.

Above described parcel of land contains 629.873 Square Feet (0.0145 Acres)

City of San Diego Drawing 21139-B attached and by this reference made a part hereof.

Richard T. McCormick 5-16-2012

Richard T. McCormick, LS 7450 Date

Associate Land Surveyor, Field Engineering

City of San Diego

My Registration Expires 12-31-2012

File: 21139-B_Parcel-D_legal.doc

WBS S-00958.01.01– May 2012

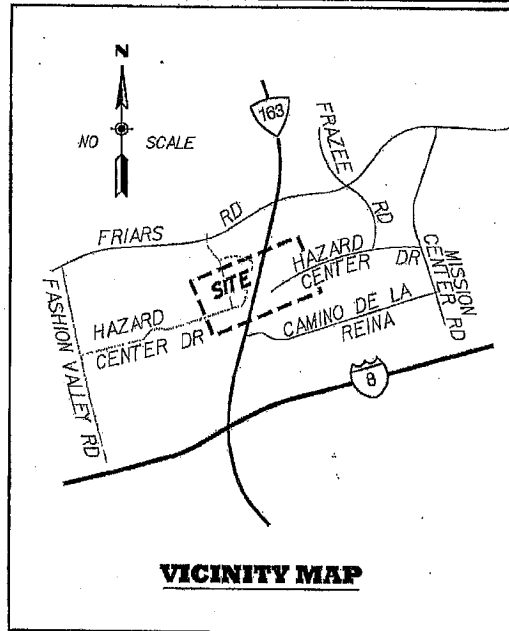


Exhibit C: Fashion Valley Easement Area

OWNER
 FASHION VALLEY MALL, LLC
ASSESSOR PARCEL NUMBER
 438-291-29
MULTI-USE EASEMENT
 PARCEL "C"
 2,812.285 SQ. FT. 0.0646 ACRES
 PARCEL "D"
 629.873 SQ. FT. 0.0145 ACRES
 TEMPORARY CONSTRUCTION AREA FOR PARCEL "C":
 4,216.531 SQ. FT. 0.0968 ACRES

REFERENCES
 CITY OF SAN DIEGO SURVEY FIELD NOTES
 FARNSWORTH, 12/19/06, W.O. 581910, L.C. 218-1719
 FARNSWORTH, 2/10/04, W.O. 119440, L.C. 216-1716
 MAP: 103, 6170, 10282, 11949
 PARCEL MAP: 15912
 CALTRANS MAPS: 19516.2A
 CITY DWGS: 27896-D, 27901-D
 DEEDS: (NOT SHOWN ON EASEMENT TABLE)
 DOC. #1996-0601693, REC. 11/27/96,
 HAZARD CENTER DRIVE DEDICATION
 DOC. #1996-0140735, REC. 3/21/96,
 GRANT EASEMENT TO MTDB TROLLEY

BASIS OF BEARINGS
 THE BASIS OF BEARING FOR THIS SURVEY
 IS THE CENTERLINE OF HAZARD CENTER DRIVE
 AS SHOWN ON MAP 11949, I.E. N 44°33'03" E
 SAID BEARING IS BASED ON TIES TO CONTROL
 POINTS GPS 965 TO GPS 964 PER RDS 14492
 NAD 83 FEET, ZONE 6 EPOCH 91.35.



DATA TABLE			
BEARING	LENGTH	RADIUS	DELTA
RS	S72°50'36"W	26.54'	
ST		61.44'	100.00'
TV		39.24'	100.00'
UV		37.68'	100.00'
VW	N27°52'58"W	6.49'	45.00'
		4.41'	45.00'

EASEMENT TABLE	
1	FLOWAGE EASEMENT TO THE CITY OF SAN DIEGO PER DOC. No. 96-0618740, REC. 12/10/96, O.R. (CITY DWG 27901-D)
2	CENTERLINE 10' WIDE SEWER EASEMENT GRANTED PER MAP 6170
3	UTILITIES EASEMENT TO THE PACIFIC TELEPHONE & TELEGRAPH CO. PER DDC. No. 94565, REC. 6/6/68, O.R.
4	CENTERLINE OF 10' WIDE DRAINAGE EASEMENT GRANTED PER MAP 6170
5	SLOPE EASEMENT GRANTED TO THE CITY OF SAN DIEGO PER DOC No. 96-0601693, REC. 11/27/96, O.R.

PREPARED BY:
 CITY OF SAN DIEGO ENGINEERING DEPARTMENT,
 FIELD DIVISION - SURVEY SECTION, UNDER THE
 DIRECTION OF RICHARD T. MCCORMICK, LS 7450,
 ASSOCIATE LAND SURVEYOR.



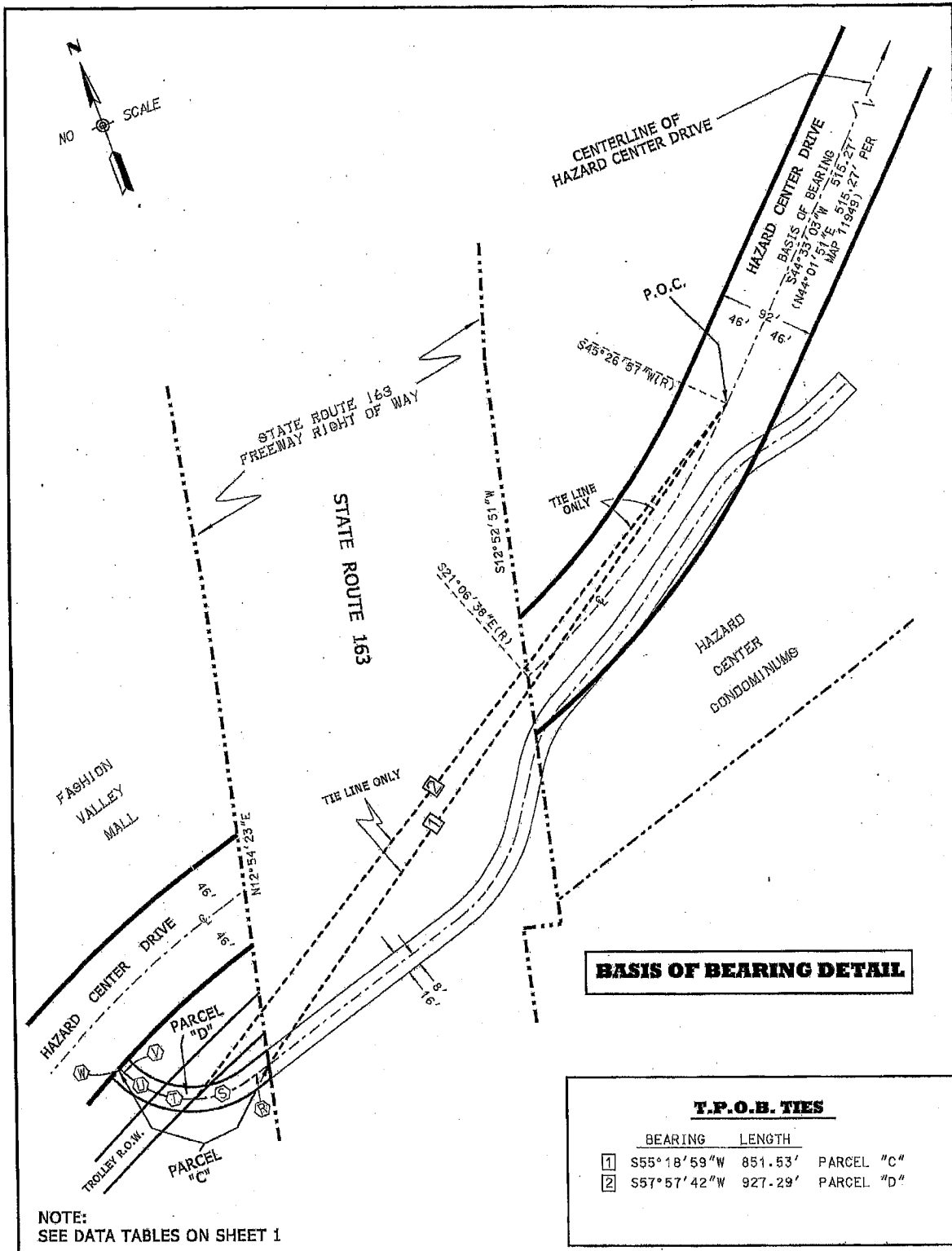
Richard McCormick 5-16-2012
 RICHARD T. MCCORMICK, LS 7450 DATE

RESOLUTION No.: _____
 ADOPTED: _____
 F/P: _____
 RECORDED: _____

MULTI-USE ACCESS EASEMENT
 (RESTRICTED TO NON-MOTORIZED VEHICLES)
 HAZARD CENTER DRIVE WEST OF STATE ROUTE 163

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	
ORIGINAL	TAM	RTM	05/12		SHEET 1 OF 4 SHEETS	w.o. S-00958
					<i>RTM</i> FOR CITY ENGINEER	1858-6280 NAD 83 COORDINATES
					5-16-2012 DATE	218-1719 NAD 27 COORDINATES
						21139-1-B
STATUS						

Exhibit C: Fashion Valley Easement Area



BASIS OF BEARING DETAIL

T.P.O.B. TIES

	BEARING	LENGTH	
1	S55° 18' 59" W	851.53'	PARCEL "C"
2	S57° 57' 42" W	927.29'	PARCEL "D"

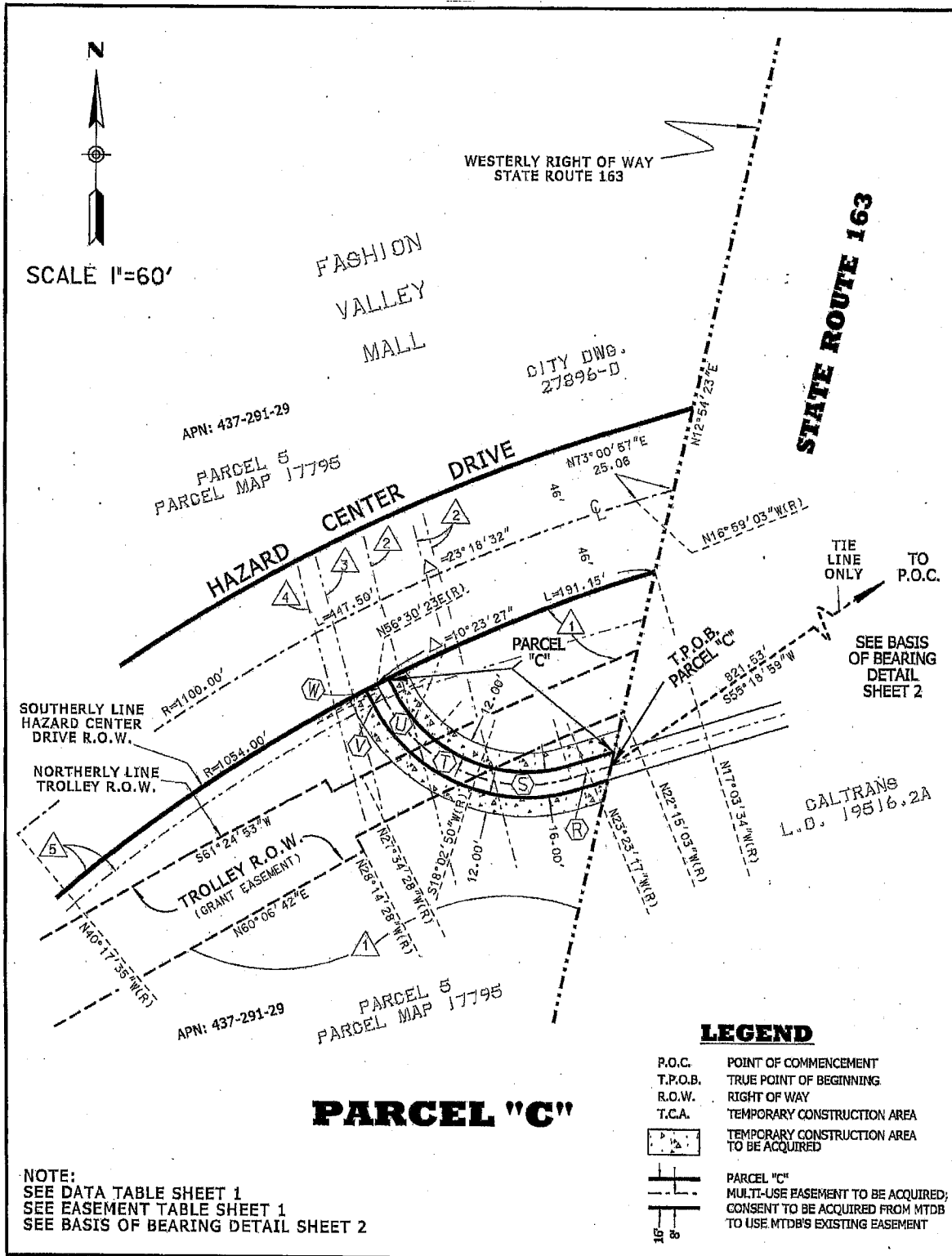
NOTE:
SEE DATA TABLES ON SHEET 1

MULTI-USE ACCESS EASEMENT

(RESTRICTED TO NON-MOTORIZED VEHICLES)
HAZARD CENTER DRIVE WEST OF STATE ROUTE 163

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	
ORIGINAL	TAM	RTM	05/12		SHEET 2 OF 4 SHEETS	w.o. S-00958
					<i>R.M. Garcia</i> 5-16-2012	1858-6280
					FOR CITY ENGINEER DATE	NAD 83 COORDINATES
						218-1719
						NAD 27 COORDINATES
						21139-2-B
STATUS						

Exhibit C: Fashion Valley Easement Area

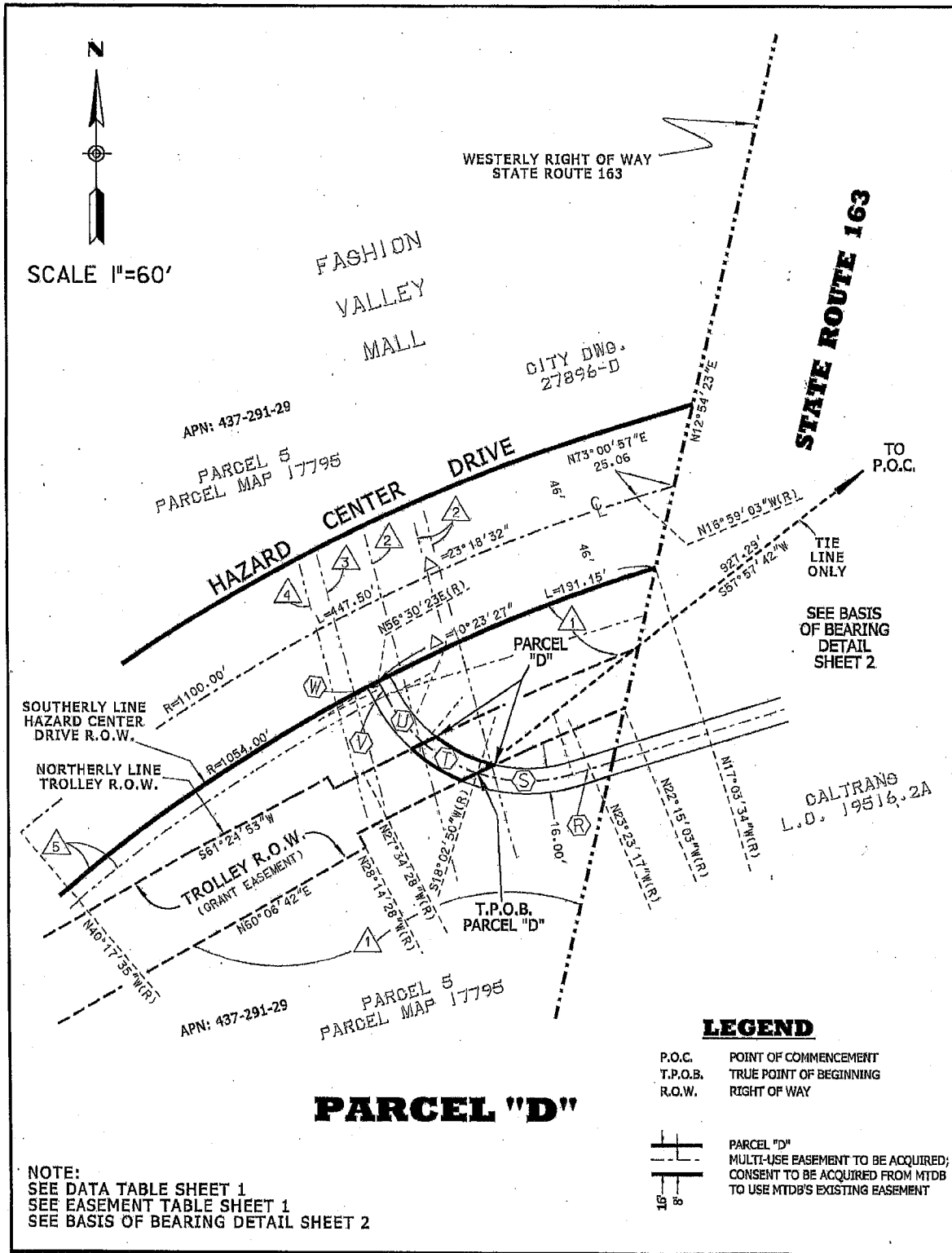


PARCEL "C"

MULTI-USE ACCESS EASEMENT
(RESTRICTED TO NON-MOTORIZED VEHICLES)
HAZARD CENTER DRIVE WEST OF STATE ROUTE 163

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	
ORIGINAL	TAM	RTM	05/12		SHEET 3 OF 4 SHEETS	W.D. S-00958
					<i>CM McDaniel</i> 5-16-2012	1858-6280
					FOR CITY ENGINEER DATE	NAD 83 COORDINATES
						218-1719
						NAD 27 COORDINATES
						21139-3-B
STATUS						

Exhibit C: Fashion Valley Easement Area



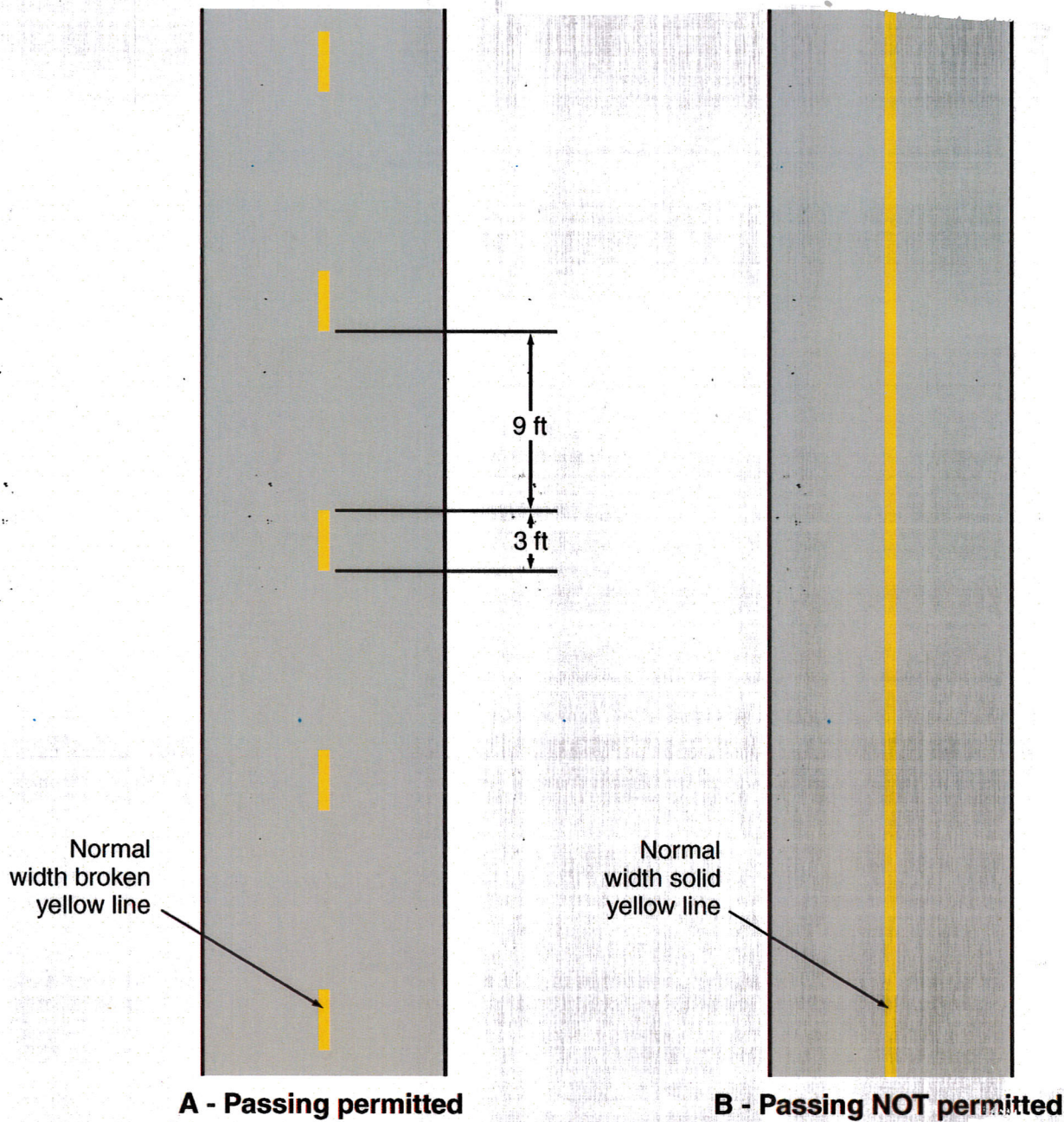
MULTI-USE ACCESS EASEMENT

(RESTRICTED TO NON-MOTORIZED VEHICLES)
 HAZARD CENTER DRIVE WEST OF STATE ROUTE 163

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	
ORIGINAL	TAM	RTM	05/12		SHEET 4 OF 4 SHEETS	W.O. S-00958
					<i>RTM</i> FOR CITY ENGINEER	1858-6280 NAD 83 COORDINATES
					5-16-2012 DATE	218-1719 NAD 27 COORDINATES
STATUS						21139-4-B

APPENDIX E
CALIFORNIA (MUTCD) DETAILS

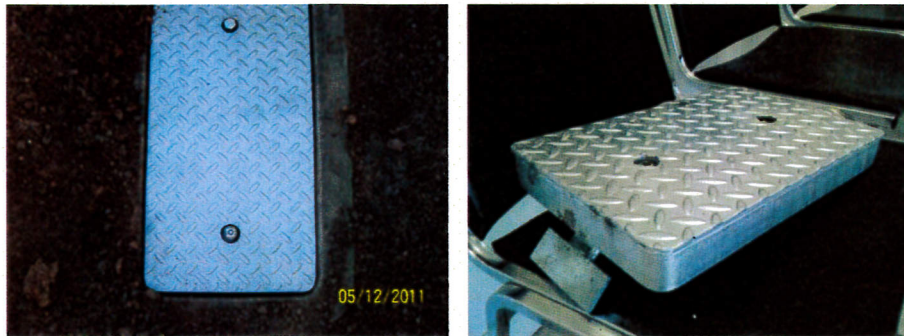
Figure 9C-2. Examples of Center Line Markings for Shared-Use Paths



APPENDIX F
MATERIALS

WESCO

MR Steel Security Pull Box Lid



#3 1/2 Utility Box- The lid is a Galvanized 1/4" Diamond Plate Steel lid measuring 15 1/4" x 10" with 3/4" radius or square corners. There is a 1 1/2" x 1/4" continuous Steel band en-compassing the perimeter of the lid. The ends are security latches made from MR Steel Patent Pending pivot brackets. The *recommended* security bolt is a Bryce 1/2" 13 x 1 1/2", high-security washer head, made of 302 stainless Steel. It rests in a 1" recessed Steel pocket made from 1 1/4" x 1/2" Steel pipe. Christy N09 compatible
WESCO Part Number MR354100

#5 Utility Box- The lid is a Galvanized 1/4" Diamond Plate Steel lid measuring 20 5/8" x 10 1/2" with 3/4" radius or square corners. There is a 1 1/2" x 1/4" continuous Steel band en-compassing the perimeter of the lid. The ends are security latches made from MR Steel Patent Pending pivot brackets. The *recommended* security bolt is a Bryce 1/2" 13 x 1 1/2", high-security washer head, made of 302 stainless Steel. It rests in a 1" recessed Steel pocket made from 1 1/4" x 1/2" Steel pipe. Christy N16 compatible
WESCO Part Number CO54100

#7 Utility Box- The lid is a Galvanized 1/4" Diamond Plate Steel lid measuring 23 1/4" x 13 3/4" with 3/4" radius or square corners. There is a 1 1/2" x 1/4" continuous Steel band en-compassing the perimeter of the lid. The ends are security latches made from MR Steel Patent Pending pivot brackets. The *recommended* security bolt is a Bryce 1/2" 13 x 1 1/2", high-security washer head, made of 302 stainless Steel. It rests in a 1" recessed Steel pocket made from 1 1/4" x 1/2" Steel pipe. Christy N30 compatible
WESCO Part Number MR074100

All Utility pull box sizes available.

City of San Diego

CITY CONTACT: Claudia Abarca, Contract Specialist, Email: Cabarca@sandiego.gov
Phone No. (619) 533-3439 Fax No. (619) 533-3633

ADDENDUM "A"

FOR

SAN DIEGO RIVER MULTI-USE PATHWAY



BID NO.:	<u>K-13-4917-DBB-3</u>
SAP NO. (WBS/IO/CC).:	<u>S-00958</u>
CLIENT DEPARTMENT:	<u>1106</u>
COUNCIL DISTRICT:	<u>6</u>
PROJECT TYPE:	<u>ID</u>

BID DUE DATE:

**2:00 PM
JULY 10, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101**

A. CHANGES TO CONTRACT DOCUMENTS

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

B. VOLUME 1

1. To the Contract Documents, ADD Form AA60, LIST OF WORK MADE AVAILABLE, page 3 of 3 of this Addendum.

Tony Heinrichs, Director
Public Works Department

Dated: *June 7, 2013*
San Diego, California

TH/BD/lse/z

LIST OF WORK MADE AVAILABLE

List items of the Work the Bidder made available to SLBE-ELBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate SLBE-ELBE participation. For each item listed, show the dollar amount and percentage of the the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to SLBE-ELBE firms.

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID

Form Title: LIST OF WORK MADE AVAILABLE
 Form: AA60
 Project Title:

(Rev. September 2012)

City of San Diego

CITY CONTACT: Claudia Abarca - Contract Specialist, Email: cabarca@sandiego.gov
Ph No. (619) 533-3439 - Fax No. (619) 533-3633



ADDENDUM "B"

FOR

SAN DIEGO RIVER MULTI-USE PATHWAY

BID NO.:	<u>K-13-4917-DBB-3</u>
SAP NO. (WBS/IO/CC).:	<u>S-00958</u>
CLIENT DEPARTMENT:	<u>1106</u>
COUNCIL DISTRICT:	<u>6</u>
PROJECT TYPE:	<u>ID</u>

BID DUE DATE:

**2:00 PM
JULY 17, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101**

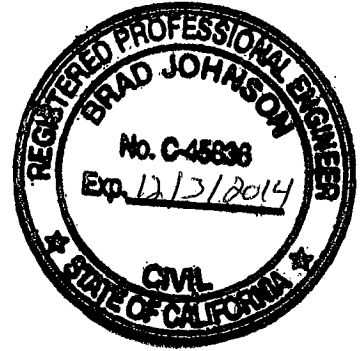
ENGINEER OF WORK

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

Brad Johnson
For City Engineer

7/3/13
Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. BIDDER'S QUESTIONS

Q1. What is the feeder wire size for the run between the SDG&E transformer and the new electrical services?

A1. See revisions to the plans as part of this Addendum.

Q2. What is the wire size for the streetlights?

A2. See revisions to the plans as part of this Addendum.

C. VOLUME 1

1. To the NOTICE INVITING BIDS, Item 7, Construction Cost, page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:

7. CONSTRUCTION COST: The City's estimated construction cost for this contract is **\$865,000.**

D. VOLUME 2

1. To the BIDDING DOCUMENTS, Proposal (BID), pages 10 through 13, **DELETE** in their entirety and **SUBSTITUTE** as attached to this Addendum.

E. PLANS

1. To Plans, sheet number 34004-13-D (E-1), Construction Notes, **ADD** the following notes:

1. CONDUIT FROM SDG&E TRANSFORMER TO ELECTRICAL SERVICE EQUIPMENT FOR LUMINAIRE LIGHTS SHALL BE 3" SCHEDULE 40, WITH 3 – 3/0 CONDUCTORS, 2 POWER, 1 NEUTRAL.

2. WIRE SIZE FOR STREET LIGHTS SHALL BE #8 AWG.

Tony Heinrichs, Director
Public Works Department

Dated: *July 3, 2013*
San Diego, California

TH/bd/ca/les

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	237310	2-4.1	Bonds (Payment and Performance)	 	\$
2	1	AL	237310	7-5.2	CalTrans Encroachment Permit - Type I	 	\$6,000.00
3	1	AL	237310	7-5.3.1	MTS Permit - Type I	 	\$6,000.00
4	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	 	\$
5	1	LS	541330	7-10.2.6	Traffic Control Design - Working Drawings	 	\$
6	1	LS	237310	7-10.2.6	Traffic Control	 	\$
7	3	EA	237310	9-3.1	Demountable Protection Post	\$	\$
8	1	AL		9-3.5	Field Orders - Type II	 	\$83,700.00
9	1	LS	238910	300-1.4	Clearing & Grubbing and EAS Fence and Installation	 	\$
10	1	LS	238910	300-1.4	Palm Trees Removal	 	\$
11	1,545	CY	237310	300-2.9	Unclassified Excavation	\$	\$
12	640	CY	237310	301-2.4	2-inch Gravel Base	\$	\$
13	1,500	SF	237310	302-5.9	1-1/2 Inch Asphalt Concrete Overlay	\$	\$
14	15,376	SF	237310	302-6.8	6" Concrete Pavement	\$	\$

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
15	40	SF	237310	303-4.1.5	Gravity Retaining Wall - Type B	\$	\$
16	970	SF	238110	303-4.1.5	Masonry Wall	\$	\$
17	57	LF	237310	303-5.9	Curb Type B-1	\$	\$
18	750	SF	237310	303-5.9	PCC Sidewalk	\$	\$
19	1	EA	237310	303-5.10.2	15' Wide Curb Ramp Type B w/ Stainless Steel Detectable Warning Tiles	\$	\$
20	15,000	SF	237310	303-7.5	6" Colored Concrete - Method B	\$	\$
21	4,400	SF	237310	303-7.5	6" Colored Pervious Concrete - Method B	\$	\$
22	4,190	SF	237310	303-8.9	6" Pervious Concrete	\$	\$
23	261	LF	238990	305-2.1	4'-Foot High Peeler Log Fence	\$	\$
24	1	LS	238210	307-2	Luminaire Lights & Electrical System	 	\$
25	1	LS	238210	307-2	Street Lights & Electrical System	 	\$
26	3,000	SF	561730	308-4.10	3" Layer Shredded Bark Mulch Type 11 per Plan	\$	\$
27	1	LS	561730	308-7	Relocate Irrigation Line and heads	 	\$
28	1	LS	237310	311-1.11	6" Mill Polyethylene	 	\$
29	2,700	LF	237310	311-1.11	Engineering Filter Fabric Wrapped Gravel Base	\$	\$
30	1	LS	237310	314-4.3.7	Furnish and Install Painting, Markings, Signage and Striping	 	\$
31	1	LS	237310	314-6.2	Roadside Signs and Post	 	\$
32	1	LS	237990	701-13.9.2	Construction Entrance and Exit area	 	\$

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
33	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	 	\$
34	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	 	\$
ESTIMATED TOTAL BASE BID							\$
ADDITIVE ALTERNATE "A"							
1	1	EA	231830	305-2.1	Kiosk	\$	\$
ESTIMATED TOTAL ADDITIVE ALTERNATE "A"							\$
ESTIMATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE "A"							\$

TOTAL BID PRICE FOR BID (Items 1 through 34 PLUS Additive Alternate A, item 1 inclusive) amount written in words:

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

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

BIDDING DOCUMENTS

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

Bidder: _____

Title: _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

Signature: _____

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 award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.
- 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 shall 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.

City of San Diego

CITY CONTACT: Claudia Abarca - Contract Specialist, Email: cabarca@sandiego.gov

Phone No. (619) 533-3439, Fax No. (619) 533-3633



ADDENDUM "C"

FOR

SAN DIEGO RIVER MULTI-USE PATHWAY

BID NO.:	<u>K-13-4917-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00958</u>
CLIENT DEPARTMENT:	<u>1106</u>
COUNCIL DISTRICT:	<u>6</u>
PROJECT TYPE:	<u>ID</u>

BID DUE DATE:

2:00 PM

JULY 30, 2013

CITY OF SAN DIEGO

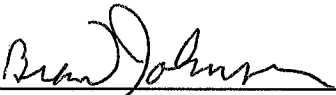
PUBLIC WORKS DEPARTMENT

1010 SECOND AVENUE, SUITE 1400, MS 614C

SAN DIEGO, CA 92101

ENGINEER OF WORK

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



For City Engineer

7/16/13

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. BIDDER'S QUESTIONS

Q1. Plan sheet C-1 and C-2 indicate 2 inches of gravel under the previous concrete sections. However the detail appears to scale at 2 feet of gravel. Please clarify.

A1. The thickness of the 2-inch compacted gravel is 1 foot.

Q2. Please clarify if the City is performing the surveying or if the Contractor is to perform the surveying?

A2. See section 2.9.2, "Survey Services." The City will be performing the survey services.

Q3. Addendum B, Bid Schedule Item #13 indicates 1500 SF 1 ½ AC overlay. We do not see any overlay location on the plans. Please clarify the location of the overlay.

A3. See revisions to the Proposal (BID) as part of this addendum.

Q4. Addendum B, Bid Schedule Item #14 indicates 15,376 SF 6" concrete pavement. Item #20 indicates 15,000 SF 6" colored Concrete. We see approx. 15,000 SF concrete paving total. Please clarify locations and quantities of colored and non-colored concrete.

A4. See revisions to the Proposal (BID) as part of this addendum.

Q5. Addendum B, Bid Schedule Item #21 indicates 4,400 SF 6" pervious concrete. Item #22 indicates 4,190 SF of pervious concrete. We see approx. 4,200 SF total of pervious concrete. Please clarify locations and quantities of colored and non-colored pervious concrete.

A5. See revisions to the Proposal (BID) as part of this addendum.

Q6. Addendum B, Bid Schedule Item #12 indicates 640 CY 2" gravel base. Item #29 indicates 2,700 LF engineering filter wrapped gravel base. Please clarify if Item #12 is the gravel only and Item #29 is the fabric only.

A6. Yes, the bid items are separate, see revisions to the Proposal (BID) as part of this addendum.

- Q7. Sheet T-1, Keynote #3 indicates the City is providing the sign. Please clarify if the City is providing all three sections of the sign at that location, or just sign D1-1.
- A7. The City is only providing sign D1-1.
- Q8. The services of a Biologist are required on the project. Please clarify who is to obtain and pay for the biologist.
- A8. The city has obtained and paid for the Biologist.

C. ADDENDUM "B"

1. To item C, NOTICE INVITING BIDS, sub-item 7, Construction Cost, page 3, **DELETE** in its entirety and **SUBSTITUTE** with the following:
7. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$850,000.**
1. To item D, BIDDING DOCUMENTS, Proposal (BID), pages 4 through 7, **DELETE** in their entirety and **SUBSTITUTE** with page 5 of 9 through 9 of 9 of this Addendum.

D. PLANS

1. To Drawing number 34004-8-D (C-3), Clarification, 1½" AC Overlay area has been reduced. The area only applies to the western tie-in with the existing bike path.

Tony Heinrichs, Director
Public Works Department

Dated: *July 16, 2013*
San Diego, California

TH/bd/ca/l

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	\$	\$
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3	1	AL	237310	7-5.3.1	MTS Permit - Type I	 	\$6,000.00
4	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	 	\$
5	1	LS	541330	7-10.2.6	Traffic Control Design - Working Drawings	 	\$
6	1	LS	237310	7-10.2.6	Traffic Control	 	\$
7	3	EA	237310	9-3.1	Demountable Protection Post	\$	\$
8	1	AL		9-3.5	Field Orders - Type II	 	\$83,700.00
9	1	LS	238910	300-1.4	Clearing & Grubbing and EAS Fence and Installation	 	\$
10	1	LS	238910	300-1.4	Palm Trees Removal	 	\$
11	1,545	CY	237310	300-2.9	Unclassified Excavation	\$	\$
12	640	CY	237310	301-2.4	2-inch Gravel Base	\$	\$
13	100	SF	237310	302-5.9	1-1/2 Inch Asphalt Concrete Overlay	\$	\$

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
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17	57	LF	237310	303-5.9	Curb Type B-1	\$	\$
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BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
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ESTIMATED TOTAL BASE BID:							\$
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1	1	EA	231830	305-2.1	Kiosk	\$	\$
ESTIMATED TOTAL ADDITIVE ALTERNATE "A":							\$
ADDITIVE ALTERNATE "B"							
1	15,376	SF	237310	303-7.5	6-inch Colored Concrete - Method B	\$	\$
2	4,190	SF	237310	303-7.5	6-inch Colored Pervious Concrete - Method B	\$	\$
ESTIMATED TOTAL ADDITIVE ALTERNATE "B":							\$
ESTIMATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE "A" PLUS ADDITIVE ALTERNATE "B":							\$

TOTAL BID PRICE FOR BID (Items 1 through 32 PLUS Additive Alternate A, item 1, PLUS Additive Alternate B, items 1 through 2, inclusive) amount written in words:

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Bidder: _____

Title: _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

Signature: _____

BIDDING DOCUMENTS

NOTES:

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CITY OF SAN DIEGO PLANS FOR THE CONSTRUCTION OF SAN DIEGO RIVER MULTI-USE PATHWAY

SAN DIEGO RIVER MULTI-USE PATHWAY

PERMIT NUMBER IL-12-NMC-0336
 CO SD RTE 163 PM 4.09
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC
 AND ABOVE GROUND FEATURES

LEGEND

STANDARD DRAWINGS SYMBOL

IMPROVEMENTS

CONCRETE PAVEMENT
 1 1/2' AC OVERLAY
 CONCRETE SIDEWALK
 CURB (TYPE B+)
 MASONRY RETAINING WALL
 SPLITFACE BLOCK
 COLOR LA PAZ
 GRAVITY WALL TYPE 'B'
 COLOR (SAN DIEGO BUFF)
 PEELER LOG FENCE
 DEMOUNTABLE POST
 SIGN
 CURB RAMP TYPE B
 EXISTING IMPROVEMENTS
 EX FIRE HYDRANT
 EX H.P. GAS MAIN
 EX ELECTRICAL, TEL. COND, TV CABLE
 EX WATER MAIN & VALVES
 EX SEWER MAIN & MANHOLES
 EX WATER METER
 EX PAVEMENT (PROFILE)
 EX CONTOURS
 EX CONC PATHWAY
 EX DRAINS
 EX TROLLEY TRACKS
 EX TROLLEY COLUMNS
 EX STORM DRAIN INLET
 EX STREET LIGHT

SEE SHEET II FOR DETAILS

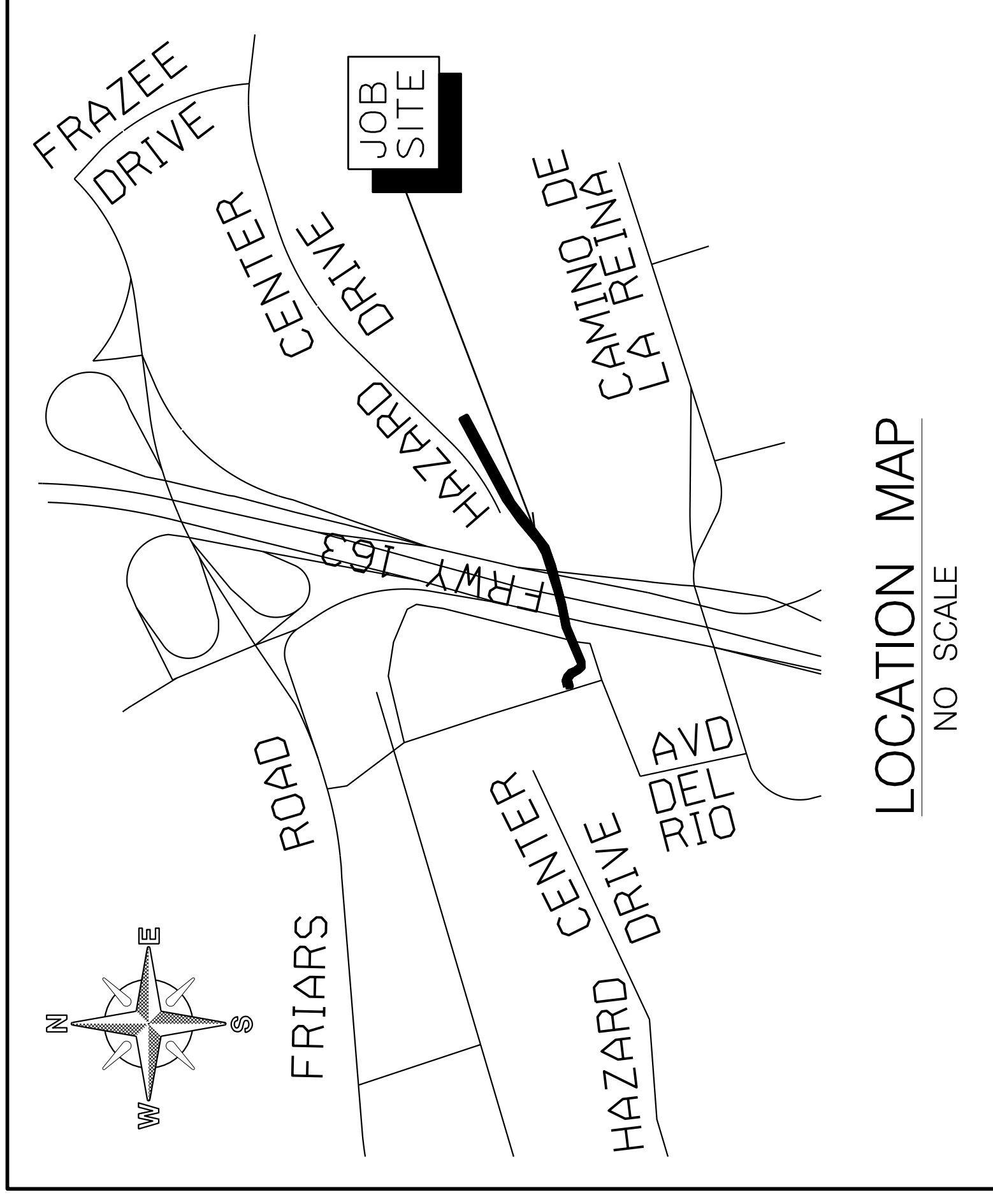
WM-04

SEE PLANS FOR TYPE

SDG-152

EXISTING IMPROVEMENTS

EX FIRE HYDRANT
 EX H.P. GAS MAIN
 EX ELECTRICAL, TEL. COND, TV CABLE
 EX WATER MAIN & VALVES
 EX SEWER MAIN & MANHOLES
 EX WATER METER
 EX PAVEMENT (PROFILE)
 EX CONTOURS
 EX CONC PATHWAY
 EX DRAINS
 EX TROLLEY TRACKS
 EX TROLLEY COLUMNS
 EX STORM DRAIN INLET
 EX STREET LIGHT



LOCATION MAP

NO SCALE

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO. THE CONSTRUCTION OF A MULTI-USE PATHWAY. PROJECT INCLUDES A CONCRETE PATHWAY, ACCESS RAMP, GRADING, CUT, RETAINING WALL, GRAVITY WALLS, CLEARING AND GRUBBING, STRIPING, SIGNAGE, SIGNS, KIOSKS, STREET LIGHTS, LUMINAIRE LIGHTING, ELECTRICAL, PEELER LOG FENCE, MULCH, RELOCATING PLANT MATERIAL AND ALL OTHER APPURTENANCES IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS(S) NUMBERED 34004-01-D THROUGH 34004-19-D.

STORM WATER PROTECTION

1. THIS WPCP PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2007-1

DISCIPLINE CODE

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

ABBREVIATIONS

ABAND ABAND'D
 BTWN BETWEEN
 CATV CABLE TV
 CL CENTER LINE
 COND CONDUIT
 ELEV ELEVATION
 ELEC ELECTRIC
 EX EXIST
 HP HIGH PRESSURE
 SWR SWR
 TEL TEL
 UNK UNK

SURVEY:

DATE: 12-19-06
 W.O.: 581910
 LC MIN: 218-1719
 LC MAX: 220-1722

BENCHMARK: SWBP FRIARS RD & ULTRIC ST. ELEV. 46.471MSL NGVD 29

DATUM: MEAN SEA LEVEL
 MAJOR STREETS: HAZARD CENTER DRIVE

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

SPEC: NO. 497



CITY OF SAN DIEGO PUBLIC WORKS PROJECT



CONSTRUCTION CHANGE / ADDENDUM

CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

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

SHEET NO.	DISCIPLINE CODE	CONTENTS
1	G-1	COVER SHEET
2-4	G-2 TO G-4	ENVIRONMENTAL MITIGATION REQUIREMENTS
5	G-5	CONSTRUCTION NOTES
6	C-1	CROSS SECTIONS
7	C-2	CROSS SECTIONS
8	C-3	PLAN & PROFILE STA 0+00 TO 4+00
9	C-4	PLAN & PROFILE STA 4+00 TO 9+00
10	C-5	PLAN & PROFILE STA 9+00 TO 12+85
11	C-6	DETAILS, WALLS, PEER LOG FENCE, ACCESS RAMP
12	T-1	SIGNING & STRIPING
13	E-1	LIGHTING AND ELECTRICAL
14	E-2	LIGHTING & ELECTRICAL DETAILS AND NOTES
15	L-1	LANDSCAPING PLAN & NOTES
16	A-1	KIOSK CONSTRUCTION DETAILS
17	A-2	KIOSK CONSTRUCTION DETAILS
18	G-6	BEST MANAGEMENT PRACTICES
19	G-7	BEST MANAGEMENT PRACTICES-2

PLANS FOR THE CONSTRUCTION OF

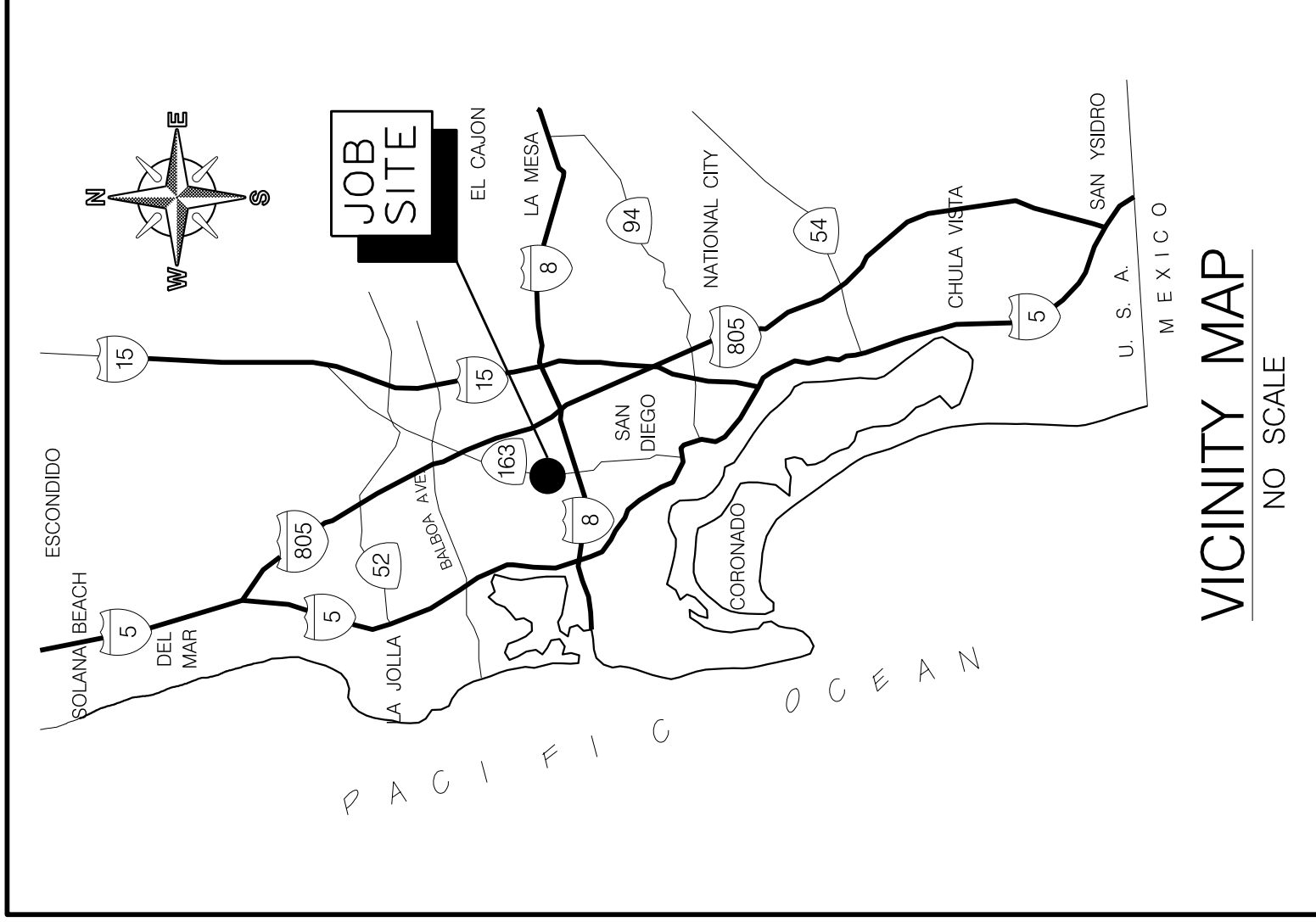
SAN DIEGO RIVER MULTI-USE PATHWAY

COVER SHEET

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS
 SHEET 1 OF 19 SHEETS
 WBS 500958

DATE 5/21/13
 SUBMITTED BY MARK GIANDONI, ASSOCIATE ENGINEER
 FOR CITY ENGINEER MARIA CUNNINGHAM, PROJECT ENGINEER
 DESCRIPTION ORIGINAL
 BY EEL/MDC
 DATE
 FILED
 PROJECT NO. 218-1719
 CDS27 COORDINATE 6280407-1858444
 CDS88 COORDINATE 34004-1-D
 CONTRACTOR
 INSPECTOR

G-1



VICINITY MAP

NO SCALE

ENVIRONMENTAL/MITIGATION REQUIREMENTS

B. GENERAL REQUIREMENTS- PART II POST PLAN CHECK (PRIOR TO THE START OF CONSTRUCTION)

1. PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS

PRIOR TO BEGINNING ANY WORK ON THIS PROJECT. THE PERMIT

HOLDER/OWNER IS RESPONSIBLE TO ARRANGE AND PERFORM THIS MEETING BY CONTACTING THE CITY RESIDENT ENGINEER (RE) OF THE FIELD ENGINEERING DIVISION AND CITY STAFF FROM MITIGATION MONITORING COORDINATION (MMC). ATTENDEES MUST ALSO INCLUDE THE PERMIT HOLDER'S REPRESENTATIVE(S), JOB SITE SUPERINTENDENT AND THE FOLLOWING CONSULTANTS:

PROJECT BIOLOGIST/MONITORS
LANDSCAPE CONTRACTOR

NOTE: FAILURE OF ALL RESPONSIBLE PERMIT HOLDER'S REPRESENTATIVES AND CONSULTANTS TO ATTEND SHALL REQUIRE AND ADDITIONAL MEETING WITH ALL PARTIES PRESENT.

CONTACT INFORMATION:

A) THE **PRIMARY POINT OF CONTACT** IS THE **RE** AT THE **FIELD ENGINEERING**

DIVISION (658) 627-3200

B) FOR CLARIFICATION OF ENVIRONMENTAL REQUIREMENTS, IT IS ALSO REQUIRED TO

CALL **RE AND MMC AT (658) 627-3360**

2. MMRP COMPLIANCE: THIS PROJECT PROJECT TRACKING SYSTEM (PTS) 175757, SHALL CONFORM TO THE MITIGATION REQUIREMENTS CONTAINED IN THE ASSOCIATED ENVIRONMENTAL DOCUMENTS AND IMPLEMENTED TO THE SATISFACTION OF THE DSD'S ED, RE AND MMC. THE REQUIREMENTS MAY NOT BE REDUCED OR CHANGED BUT MAY BE ANNOTATED (I.E. TO EXPLAIN WHEN AND HOW COMPLIANCE IS BEING MET AND LOCATION OF VERIFYING PROOF, ETC.). ADDITIONAL CLARIFYING INFORMATION MAY ALSO BE ADDED TO OTHER RELEVANT PLAN SHEETS AND/ OR SPECIFICATIONS AS APPROPRIATE (I.E., SPECIFIC LOCATIONS, TIMES OF MONITORING, METHODOLOGY, ETC.)

NOTE:
PERMIT HOLDER'S REPRESENTATIVES MUST ALERT THE RE AND MMC IF THERE ARE ANY DISCREPANCIES IN THE PLANS OR NOTES OR ANY CHANGES DUE TO FIELD CONDITIONS. ALL CONFLICTS MUST BE APPROVED BY THE RE AND MMC BEFORE THE WORK IS PERFORMED.

3. OTHER AGENCY REQUIREMENTS: EVIDENCE THAT ANY OTHER AGENCY REQUIREMENTS OR PERMITS HAVE BEEN OBTAINED OR ARE IN PROCESS SHALL BE SUBMITTED TO THE RE AND MMC FOR REVIEW AND ACCEPTANCE PRIOR TO THE BEGINNING OF WORK OR WITHIN ONE WEEK OF THE PERMIT HOLDER OBTAINING DOCUMENTATION OF THOSE PERMITS OR REQUIREMENTS. EVIDENCE SHALL INCLUDE COPIES OF PERMITS, LETTERS OF RESOLUTION OR OTHER DOCUMENTATION ISSUED BY THE RESPONSIBLE AGENCY.

*CAL TRANS- RIGHT OF ENTRY

4. MONITORING EXHIBITS: ALL CONSULTANTS ARE REQUIRED TO SUBMIT, TO RE AND MMC, A MONITORING EXHIBIT ON A 11x17 REDUCTION OF THE APPROPRIATE CONSTRUCTION PLAN, SUCH AS SITE PLAN, GRADING, LANDSCAPE, ETC., MARKED TO CLEARLY SHOW THE SPECIFIC AREAS INCLUDING THE **LIMIT OF WORK**. SCOPE OF THAT DISCIPLINE'S WORK, AND NOTES INDICATING WHEN IN THE CONSTRUCTION SCHEDULE THAT WORK WILL BE PERFORMED. WHEN NECESSARY FOR CLARIFICATION, A DETAILED METHODOLOGY OF HOW THE WORK WILL BE PERFORMED SHALL BE INCLUDED.

5. OTHER SUBMITTALS AND INSPECTIONS: THE PERMIT HOLDER/OWNER'S REPRESENTATIVE SHALL SUBMIT ALL REQUIRED DOCUMENTATION, VERIFICATION LETTERS, AND REQUESTS FOR ALL ASSOCIATED INSPECTIONS TO THE RE AND MMC FOR APPROVAL PER THE FOLLOWING SCHEDULE:

DOCUMENT SUBMITTAL/INSPECTION CHECKLIST

ISSUE AREA	DOCUMENT SUBMITTAL	ASSOCIATED INSPECTION/APPROVALS/NOTE
GENERAL	CONSULTANT QUALIFICATION LETTERS	PRIOR TO PRE-CONSTRUCTION MEETING
GENERAL BIOLOGY	CONSULTANT CONST. MONITORING REPORTS	PRIOR TO OR AT THE PRE-CONSTRUCTION MEETING
BIOLOGY	LIMIT OF WORK VERIFICATION+SITE OBSERVATIONS	
BIOLOGY	PRECON SURVEY RESULTS+MONITORING REPORTS	
FINAL MMRP	FINAL MONITORING REPORT	FINAL MMRP INSPECTION

SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

A. LAND USE-MULTIPLE SPECIES CONSERVATION PROGRAM (MSCP)

- PRIOR TO PRE-CONSTRUCTION MEETING:
 - PRIOR TO THE NOTICE TO PROCEED, WHICH WILL BE SENT TO DSD, THE ADD ENVIRONMENTAL DESIGNEE SHALL VERIFY THAT ALL MULTI-HABITAT PLANNING AREA (MHPA) BOUNDARIES AND LIMITS OF WORK HAVE BEEN DELINEATED ON ALL CONSTRUCTION DOCUMENTS.
 - PRIOR TO THE FIRST PRE-CONSTRUCTION MEETING, THE APPLICANT DEPARTMENT SHALL PROVIDE A LETTER OF VERIFICATION TO THE MITIGATION MONITORING COORDINATION (MMC) SECTION STATING THAT A QUALIFIED BIOLOGIST OR CITY BIOLOGIST, AS DEFINED IN THE CITY OF SAN DIEGO BIOLOGY GUIDELINES, HAS BEEN RETAINED TO IMPLEMENT THE PROJECT'S MSCP MONITORING PROGRAM. THE LETTER SHALL INCLUDE THE NAMES AND CONTACT INFORMATION OF ALL PERSONS INVOLVED IN THE BIOLOGICAL MONITORING OF THE PROJECT.

C. AT LEAST THIRTY DAYS PRIOR TO THE PRE-CONSTRUCTION MEETING, THE QUALIFIED BIOLOGIST SHALL SUBMIT ALL REQUIRED DOCUMENTATION TO MMC, VERIFYING THAT ANY SPECIAL REPORTS, MAPS, PLANS AND TIME LINES, SUCH AS , BUT NOT LIMITED TO, REVEGETATION PLANS, PLANT RELOCATION REQUIREMENTS AND TIMING, MSCP REQUIREMENTS, AVIAN OR OTHER WILDLIFE PROTOCOL SURVEYS, IMPACT AVOIDANCE AREAS OR OTHER SUCH INFORMATION HAS BEEN COMPLETED AND UPDATED.

II. PRIOR TO THE NOTICE OF PROCEED:

- THE QUALIFIED BIOLOGIST (PROJECT BIOLOGIST) SHALL ATTEND THE FIRST PRE-CONSTRUCTION MEETING AND DISCUSS THE PROJECT'S BIOLOGICAL MONITORING PROGRAM.
- THE LIMITS OF WORK SHALL BE CLEARLY DELINEATED BY A SURVEY CREW PRIOR TO BRUSHING, CLEARING OR GRADING. THE LIMITS OF WORK AS SHOWN ON THE APPROVED EXHIBIT A, SHALL BE DEFINED WITH FLAGGING AND CHECKED BY THE BIOLOGICAL MONITOR BEFORE INITIATION OF CONSTRUCTION GRADING. ALL NATIVE PLANTS OR SPECIES CONCERN, AS IDENTIFIED IN THE BIOLOGICAL TECHNICAL REPORT, SHALL BE STAKED, FLAGGED AND AVOIDED WITHIN BRUSH MANAGEMENT ZONE 2, IF APPLICABLE.

C. MONITORING EXHIBITS ALL CONSULTANTS ARE REQUIRED TO SUBMIT, TO MMC, A MONITORING EXHIBIT ON A 11x17 REDUCTION OF THE APPROPRIATE CONSTRUCTION PLAN, SUCH AS SITE PLAN, GRADING, LANDSCAPE, ETC., MARKED TO CLEARLY SHOW THE SPECIFIC AREAS INCLUDING THE **LIMIT OF WORK**. SCOPE OF THAT DISCIPLINE'S WORK, AND NOTES INDICATING WHEN IN THE CONSTRUCTION SCHEDULE THAT WORK WILL BE PERFORMED. WHEN NECESSARY FOR CLARIFICATION, A DETAILED METHODOLOGY OF HOW THE WORK WILL BE PERFORMED SHALL BE INCLUDED.

III. DURING CONSTRUCTION:

- THE BIOLOGICAL MONITOR SHALL BE PRESENT FULL- TIME DURING CLEARING ACTIVITIES, WHICH COULD RESULT IN IMPACTS TO BIOLOGICAL RESOURCES AS IDENTIFIED ON THE BIOLOGICAL MONITORING EXHIBIT.
- THE MONITOR SHALL DOCUMENT FIELD ACTIVITY VIA THE CONSULTANT SITE VISIT RECORD (CSV) THE CSV'S SHALL BE FAXED TO MMC THE FIRST DAY OF MONITORING, THE LAST DAY OF MONITORING, MONTHLY.

PERMIT NUMBER	II-12-MMC-0336
CO SD	RTE 163 PM 4.09
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES	
STATE REPRESENTATIVE	DATE

C. THE BIOLOGICAL MONITOR SHALL IMMEDIATELY NOTIFY MMC BY PHONE OF ANY UNANTICIPATED IMPACTS OUTSIDE THE APPROVED LIMITS OF WORK, AND SHALL ALSO SUBMIT WRITTEN DOCUMENTATION TO MMC WITHIN 24 HOURS BY FAX OR E-MAIL WITH PHOTOS OF THE IMPACTS TO BIOLOGICAL RESOURCES IN CONTEXT, IF POSSIBLE.

IN ADDITION, THE FOLLOWING MITIGATION MEASURES RELATED TO THE MHPA LAND USE ADJACENCY GUIDELINES SHALL BE IMPLEMENTED DURING CONSTRUCTION:

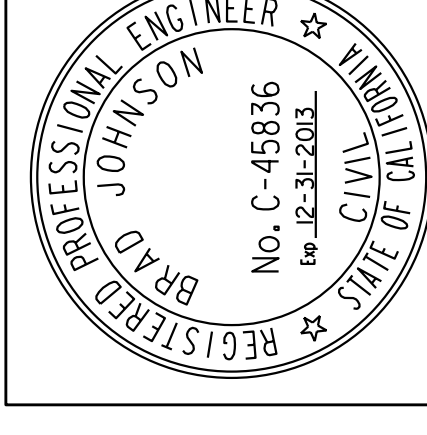
- PRIOR TO INITIATION OF ANY DEMOLITION AND/OR CONSTRUCTION -RELATED GRADING, THE PROJECT BIOLOGIST SHALL DISCUSS THE SENSITIVE NATURE OF THE ADJACENT HABITAT WITH THE CREW AND SUBCONTRACTOR.
- INVASIVE NON -NATIVE PLANT SPECIES SHALL NOT BE INTRODUCED INTO AREAS WITHIN OR ADJACENT TO, THE MHPA. LANDSCAPE PLANS SHALL CONTAIN NON- INVASIVE NATIVE SPECIES ADJACENT TO SENSITIVE BIOLOGICAL AREAS AS SHOWN ON THE APPROVED EXHIBIT A.
- ALL LIGHTING ADJACENT TO THE MHPA SHALL BE SHIELDED, UNIDIRECTIONAL, LOW PRESSURE SODIUM II ILLUMINATION (OR SIMILAR) AND DIRECTED AWAY FROM PRESERVE AREAS USING APPROPRIATE PLACEMENT AND SHIELDS. IF LIGHTING ADJACENT TO THE MHPA IS REQUIRED FOR NIGHTTIME CONSTRUCTION, IT SHALL BE DIRECTED AWAY FROM THE PRESERVE AND THE TOPS OF ADJACENT TREES WITH POTENTIALLY NESTING RAPTORS, USING APPROPRIATE PLACEMENT AND SHIELDING.
- ALL CONSTRUCTION ACTIVITIES (INCLUDING STAGING AREAS AND/OR STORAGE AREAS) SHALL BE RESTRICTED TO THE DEVELOPMENT AREA AS SHOWN ON THE APPROVED EXHIBIT A. NO EQUIPMENT MAINTENANCE SHALL BE CONDUCTED WITHIN OR NEAR THE ADJACENT OPEN SPACE AND/OR SENSITIVE AREAS AND SHALL BE RESTRICTED TO THE DEVELOPMENT AREA, AS SHOWN ON THE APPROVED EXHIBIT. ALL CONSTRUCTION ACTIVITIES SHALL NOT ENCROACH INTO SENSITIVE BIOLOGICAL AREAS WITHIN EITHER THE OPEN -SPACE TO ENSURE THAT CONSTRUCTION ACTIVITIES DO NOT ENCROACH INTO BIOLOGICALLY SENSITIVE AREAS BEYOND THE LIMITS OF WORK AS SHOWN ON THE APPROVED EXHIBIT "A".
- NATURAL DRAINAGE PATTERNS SHALL BE MAINTAINED AS MUCH AS POSSIBLE DURING CONSTRUCTION EROSION CONTROL TECHNIQUES, INCLUDING THE USE OF SANDBAGS, HAY BALES AND/OR THE INSTALLATION OF SEDIMENT TRAPS, SHALL BE USED TO CONTROL EROSION AND DETER DRAINAGE DURING CONSTRUCTION ACTIVITIES INTO THE ADJACENT OPEN SPACE. DRAINAGE FROM ALL DEVELOPMENT AREAS ADJACENT TO THE MHPA SHALL BE DIRECTED AWAY FROM THE MHPA, OR IF NOT POSSIBLE, MUST NOT DRAIN DIRECTLY INTO THE MHPA, BUT INSTEAD INTO SEDIMENTATION BASINS, GRASSY SWALES, AND/OR MECHANICAL TRAPPING DEVICES AS SPECIFIED BY THE CITY ENGINEER.
- NO TRASH, OIL PARKING OR OTHER CONSTRUCTION RELATED ACTIVITIES SHALL BE ALLOWED OUTSIDE THE ESTABLISHED LIMITS OF GRADING, AS SHOWN ON THE APPROVED EXHIBIT "A". ALL CONSTRUCTION RELATED DEBRIS SHALL BE REMOVED OFF- SITE TO AN APPROVED DISPOSAL FACILITY.

IV. SPECIAL STATUS BIRD CONDITIONS

ALL MAINTENANCE ACTIVITIES SHALL BE CONDUCTED OUTSIDE ESTABLISHED BREEDING SEASONS FOR THE FOLLOWING SPECIAL -STATUS BIRDS (I.E., SEPTEMBER 15 THROUGH MARCH 15, ANNUALLY) WHICH ARE KNOWN TO OCCUR WITHIN THE STUDY AREA: LEAST BELL'S VIREO AND SOUTHWESTERN WILLOW FLYCATCHER.

PLANS FOR THE CONSTRUCTION OF
SAN DIEGO RIVER MULTI - USE PATHWAY
ENVIRONMENTAL / MITIGATION
REQUIREMENTS

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS SHEET 2 OF 19	WBS. NO. 500958 W.O. 581910
APPROVED: <i>Brad Johnson</i> FOR CITY-ENGINEER	SUBMITTED BY: MARK GIANDONI PROJECT MANAGER
DATE: 5/21/13	DATE: _____
DESCRIPTION: ORIGINAL	BY: APPROVED DATE FILMED
ECU/MOC	218-1719
	CS887 COORDINATE
	6280407-1858444
	CS888 COORDINATE
CONTRACTOR _____	DATE STARTED _____
INSPECTOR _____	DATE COMPLETED 34004-2-D



G-2

ENVIRONMENTAL/MITIGATION REQUIREMENTS

ENVIRONMENTAL / MITIGATION REQUIREMENTS

LEAST BELL'S VIREO (STATE ENDANGERED/FEDERALLY ENDANGERED)

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSIDERATION ACTIVITIES SHALL OCCUR BETWEEN MARCH 15 AND SEPTEMBER 15, THE BREEDING SEASON OF THE LEAST BELL'S VIREO, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE ADD/ENVIRONMENTAL DESIGNEE:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE WETLAND AREAS THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS (dB(a)) HOURLY AVERAGE FOR THE PRESENCE OF THE LEAST BELL'S VIREO. SURVEYS FOR THIS SPECIES SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. IF THE LEAST BELL'S VIREO IS PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

BETWEEN MARCH 15 AND SEPTEMBER 15, NO CLEARING OR GRADING OF OCCUPIED LEAST BELL'S VIREO HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST, AND:

BETWEEN MARCH 15 AND SEPTEMBER 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(a) HOURLY AVERAGE AT THE EDGE OF OCCUPIED LEAST BELL'S VIREO OR HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB(a) HOURLY AVERAGE AT THE EDGE OF OCCUPIED LEAST BELL'S VIREO OR HABITAT, AN ANALYSIS (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF ANY OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKES, FENCED OR FLAGGED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTIC IAN, NOISE ATTENUATION MEASURES (E.G., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(a) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE LEAST BELL'S VIREO. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 DB (A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTIC IAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (SEPTEMBER 16).

- CONSTRUCTION NOISE MONITORING SHALL CONTINUE TO BE MONITORED AT LEAST TWICE WEEKLY ON VARYING DAYS, OR MORE FREQUENTLY DEPENDING ON THE CONSTRUCTION ACTIVITY, TO VERIFY THAT NOISE LEVELS AT THE EDGE OF OCCUPIED HABITAT ARE MAINTAINED BELOW 60 dB(a) HOURLY AVERAGE OF TO THE AMBIENT NOISE LEVEL IF IT ALREADY EXCEEDS 60 dB(a) HOURLY AVERAGE. IF NOT, OTHER MEASURES SHALL BE IMPLEMENTED IN CONSULTATION WITH THE BIOLOGIST AT THE ADD/ENVIRONMENTAL DESIGNEE, AS NECESSARY, TO REDUCE NOISE LEVELS TO BELOW 60 dB(a)

HOURLY AVERAGE OR TO THE AMBIENT NOISE LEVEL IF IT ALREADY EXCEEDS 60 dB(a) HOURLY AVERAGE. SUCH MEASURES MAY INCLUDE, BUT NOT LIMITED TO LIMITATIONS ON THE PLACEMENT OF CONSTRUCTION EQUIPMENT AND THE SIMULTANEOUS USE OF EQUIPMENT.

- B. IF LEAST BELL'S VIREO ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE ADD/ENVIRONMENTAL DESIGNEE AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 15 AND SEPTEMBER 15 AS FOLLOWS:

1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR LEAST BELL'S VIREO TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.iii SHALL BE ADHERED TO AS SPECIFIED ABOVE.

2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

SOUTHWESTERN WILLOW FLYCATCHER (STATE AND FEDERALLY ENDANGERED)

PRIOR TO THE ISSUANCE OF ANY GRADING PERMIT THE CITY MANAGER (OR APPOINTED DESIGNEE) SHALL VERIFY THAT THE FOLLOWING PROJECT REQUIREMENTS REGARDING THE SOUTHWESTERN WILLOW FLYCATCHER ARE SHOWN ON THE CONSTRUCTION PLANS:

NO CLEARING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MAY 1 AND

SEPTEMBER 15, THE BREEDING SEASON OF THE SOUTHWESTERN WILLOW FLYCATCHER, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE WETLAND AREAS THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS (dB(a)) HOURLY AVERAGE FOR THE PRESENCE OF THE SOUTHWESTERN WILLOW FLYCATCHER. SURVEYS FOR THIS SPECIES SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY . IF THE SOUTHWESTERN WILLOW FLYCATCHER IS PRESENT, THE FOLLOWING CONDITIONS MUST BE MET:

BETWEEN MAY 1 AND SEPTEMBER 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED

SOUTHWESTERN WILLOW FLYCATCHER HABITAT SHALL BE PERMITTED, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

BETWEEN MAY 1 AND SEPTEMBER 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(a) HOURLY AVERAGE AT THE EDGE OF OCCUPIED SOUTHWESTERN WILLOW FLYCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB(a) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

PERMIT NUMBER _____ II-12-NMC-0336
CO SD RTE 163 PM 4.09
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES
STATE REPRESENTATIVE _____ DATE _____

AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (E.G. BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(a) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE SOUTHWESTERN WILLOW FLYCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB (a) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (SEPTEMBER 15).

- CONSTRUCTION NOISE MONITORING SHALL CONTINUE TO BE MONITORED AT LEAST TWICE WEEKLY ON VARYING DAYS, OR MORE FREQUENTLY DEPENDING ON THE ACTIVITY, TO VERIFY THAT NOISE LEVELS AT THE EDGE OF OCCUPIED HABITAT ARE MAINTAINED BELOW 60 dB(a) HOURLY AVERAGE OR TO THE AMBIENT NOISE LEVEL IF IT ALREADY EXCEEDS 60 dB(a) HOURLY AVERAGE. IF NOT, OTHER MEASURES BE IMPLEMENTED) IN CONSULTATION WITH THE BIOLOGIST AND CITY MANAGER, AS NECESSARY, TO REDUCE NOISE LEVELS TO BELOW 60 (a) HOURLY AVERAGE OR TO THE NOISE LEVEL IF IT ALREADY EXCEEDS 60 dB(a) HOURLY AVERAGE. SUCH MEASURES MAY INCLUDE, BUT ARE NOT LIMITED TO, LIMITATIONS ON THE PLACEMENT OF CONSTRUCTION EQUIPMENT AND THE SIMULTANEOUS USE OF EQUIPMENT.

- B. IF SOUTHWESTERN WILLOW FLYCATCHER ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MAY 1 AND SEPTEMBER 15 AS FOLLOWS:

1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR SOUTHWESTERN WILLOW FLYCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.iii SHALL BE ADHERED TO AS SPECIFIED ABOVE.

- ii. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

BIOLOGICAL RESOURCES

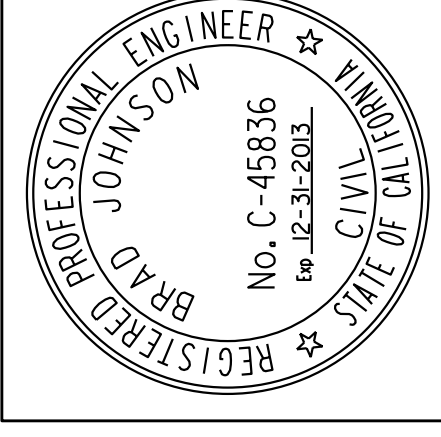
THIS PROJECT REQUIRES IMPLEMENTATION MITIGATION FOR DIRECT IMPACT TO MULE- FAT SCRUB OUTSIDE THE MHPA IN ACCORDANCE WITH THE OFF SITE MITIGATION PLAN (NOVEMBER 2001) PREPARED BY ICF INTERNATIONAL FOR THE PROJECT.

1. ENTITLEMENTS PLAN CHECK

- A. THE APPLICANT SHALL SUBMIT THE FOLLOWING ITEMS TO THE CITY PRIOR TO PERMIT ISSUANCE OR BID OPENING/BID AWARD OR ANY PERMITS ISSUED, WHICH AFFECT ON-SITE WETLANDS AND UPLANDS. EVIDENCE SHALL INCLUDE EITHER COPIES OF PERMITS ISSUED, LETTERS OF RESOLUTIONS ISSUED BY THE RESPONSIBLE AGENCY DOCUMENTING COMPLIANCE, OR OTHER EVIDENCE DOCUMENTING COMPLIANCE AND DEEMED ACCEPTABLE BY THE CITY MANAGER; EVIDENCE OF COMPLIANCE WITH SECTION 401 AND 404 OF THE FEDERAL CLEAN WATER ACT, AND SECTION 1601/ 1603 OF THE STATE OF CALIFORNIA FISH & GAME CODE.

PLANS FOR THE CONSTRUCTION OF
SAN DIEGO RIVER MULTI – USE PATHWAY
ENVIRONMENTAL / MITIGATION
REQUIREMENTS

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS – ENGINEERING AND CAPITAL PROJECTS SHEET 3 OF 19	WBS. NO. 500958 W.O. 581910
APPROVED BY: <i>Brad Johnson</i> FOR CITY ENGINEER	REVISION BY: MARK GIANDONI PROJECT MANAGER
DESCRIPTION ORIGINAL	DATE 5/21/13
BY EEJ/MOC	FILED
CONTRACTOR	DATE STARTED
INSPECTOR	DATE COMPLETED



G-3

ENVIRONMENTAL / MITIGATION REQUIREMENTS

ENVIRONMENTAL / MITIGATION REQUIREMENTS

B. PRIOR TO PERMIT ISSUANCE AND/OR THE NOTICE TO PROCEED (WHICH WILL BE SENT TO DSD), THE ADD ENVIRONMENTAL DESIGNER OF THE ENTITLEMENTS DIVISION SHALL VERIFY THAT THE FOLLOWING CONDITION HAS OCCURRED TO MITIGATE DIRECT IMPACTS TO 0.079 ACRE OF DIEGAN COASTAL SAGE SCRUB AND 0.023 ACRES OF SALTBUSH SCRUB (BOTH TIER II), 0.107 ACRES OF NON-NATIVE GRASSLAND (TIER IIIB) AND THREE (3) INDIVIDUALS OF PALMER'S SAGEWORT IN ACCORDANCE WITH THE APPROVED BIOLOGY REPORT PREPARED BY ICF INTERNATIONAL (NOVEMBER 2010):

I. THE APPLICANT/PERMITTEE SHALL PROVIDE VERIFICATION OF PAYMENT INTO THE CITY'S HABITAT ACQUISITION FUND (HAF) THE AMOUNT NECESSARY TO PURCHASE A TOTAL OF 0.156 ACRES OF UPLAND CREDITS AS FOLLOWS: 0.102-ACRE OF TIER II AND 0.107-ACRE OF TIER IIIB HABITAT WITHIN THE CITY'S MHPA AT THE CURRENT PER- ACRE CONTRIBUTION AMOUNT WHICH WOULD SATISFY THE 1:1 (TIER II) AND 0.5:1 (TIER IIIB) MITIGATION ACREAGE REQUIREMENTS FOR IMPACTS OUTSIDE THE MHPA THAT WOULD BE MITIGATED INSIDE THE MHPA.

II. PRIOR TO PERMIT ISSUANCE OR BID OPENING/BID AWARD THE APPLICANT SHALL PROVIDE DETAILED PLANS AND SPECIFICATIONS FOR THE CREATION OF 0.03-ACRE OF MULE-FAT SCRUB NORTH OF THE SAN DIEGO RIVER AND WEST OF SR-163, SATISFACTORY TO THE CITY MANAGER TO MITIGATE FOR 0.015 ACRE OF IMPACTS TO ON -SITE RIPARIAN VEGETATION (MULE-FAT SCRUB); SPECIFICATIONS MUST BE FOUND TO BE IN CONFORMANCE WITH THE CONCEPTUAL OFFSITE MITIGATION PLAN PREPARED BY ICF INTERNATIONAL (NOVEMBER 2010):

A. MITIGATION GOAL: THE PROJECT SHALL MITIGATE FOR IMPACTS TO 0.015 ACRES OF WETLAND HABITAT THROUGH THE CREATION OF 0.03 ACRE OF MULE-FAT SCRUB NORTH OF THE SAN DIEGO RIVER AND WEST OF SR-163 AS DETAILED IN THE PLAN.

B. RESPONSIBILITIES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADING AND CONTOURING, CLEARING AND GRUBBING, INSTALLATION OF PLANT MATERIALS AND NATIVE SEED MIXES, AND ANY NECESSARY MAINTENANCE ACTIVITIES OR REMEDIAL ACTIONS REQUIRED DURING INSTALLATION AND THE 120-DAY PLANT ESTABLISHMENT PERIOD AS DETAILED IN THE MITIGATION PLAN. STANDARD BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED TO INSURE THAT SENSITIVE BIOLOGICAL RESOURCES WOULD NOT BE IMPACTED BY WATER RUN OFF.

C. BIOLOGICAL MONITORING REQUIREMENTS ALL BIOLOGICAL MONITORING IN OR ADJACENT TO WETLANDS SHALL BE CONDUCTED BY A QUALIFIED WETLAND BIOLOGIST. THE BIOLOGIST SHALL CONDUCT CONSTRUCTION MONITORING DURING ALL PHASES OF THE PROJECT. ORANGE FLAGGING SHALL BE USED TO PROTECT SENSITIVE HABITAT. CONSTRUCTION RELATED ACTIVITY SHALL BE LIMITED TO THE CONSTRUCTION CORRIDOR AREAS AS IDENTIFIED ON THE CONSTRUCTION PLANS. BOTH A DETAILED PERFORMANCE CRITERIA PLAN AND ALL THE MAINTENANCE REQUIREMENTS ARE FOUND IN THE OFFSITE MITIGATION PLAN.

D. NOTIFICATION OF COMPLETION: AT THE END OF THE FIFTH YEAR, A FINAL REPORT SHALL BE SUBMITTED TO MITIGATION MONITORING COORDINATION SECTION EVALUATING THE SUCCESS OF THE MITIGATION. THE REPORT SHALL MAKE A DETERMINATION OF WHETHER THE REQUIREMENTS OF THE MITIGATION PLAN HAVE BEEN ACHIEVED. IF THE FINAL REPORT INDICATES THAT THE MITIGATION HAS BEEN IN PART, OR WHOLE, UNSUCCESSFUL, THE APPLICANT SHALL BE REQUIRED TO SUBMIT A REVISED OR SUPPLEMENTAL MITIGATION PROGRAM TO COMPENSATE FOR THOSE PORTIONS OF THE ORIGINAL MITIGATION PROGRAM WHICH WERE NOT SUCCESSFUL. AT SUCH TIME, THE APPLICANT

MUST CONSULT WITH THE DEVELOPMENT SERVICES DEPARTMENT. THE APPLICANT UNDERSTANDS THAT AGREED UPON REMEDIAL MEASURES MAY RESULT IN EXTENSIONS TO THE LONG- TERM MAINTENANCE AND MONITORING.

III. GENERAL BIRD MITIGATION

A. IF PROJECT GRADING/BUSH MANAGEMENT IS PROPOSED IN OR ADJACENT TO NATIVE HABITAT DURING THE TYPICAL BIRD SEASON (I.E. FEB. 1- SEPT. 15) OR AN ACTIVE NEST IS NOTED, THE PROJECT BIOLOGIST SHALL CONDUCT A PREGRADING SURVEY FOR ACTIVE NESTS IN THE DEVELOPMENT AREA AND WITHIN 300 FEET OF IT, AND SUBMIT A LETTER REPORT TO MMC PRIOR TO THE PRECONSTRUCTION MEETING

B. IF ACTIVE NESTS ARE DETECTED, OR CONSIDERED LIKELY, THE REPORT SHALL INCLUDE MITIGATION IN CONFORMANCE WITH THE CITY'S BIOLOGY GUIDELINES AND APPLICABLE STATE AND FEDERAL LAW (I.E. APPROPRIATE FOLLOW UP SURVEYS, MONITORING SCHEDULES, CONSTRUCTION AND NOISE BARRIERS/BUFFERS, ETC.) TO THE SATISFACTION OF THE ASSISTANT DEPUTY DIRECTOR (ADD) OF THE ENTITLEMENTS DIVISION. MITIGATION REQUIREMENTS DETERMINED BY THE PROJECT BIOLOGIST AND THE ADD SHALL BE INCORPORATED INTO THE PROJECT'S BIOLOGICAL CONSTRUCTION MONITORING EXHIBIT (BCME) AND MONITORING RESULTS INCORPORATED IN TO THE FINAL BIOLOGICAL CONSTRUCTION MONITORING REPORT.

C. IF NO NESTING BIRDS ARE DETECTED PER 111.1 ABOVE, MITIGATION UNDER 111.A IS NOT REQUIRED.

PERMIT NUMBER 11-12-NMC-0336

CO SD RTE 163 PM 4.09

AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

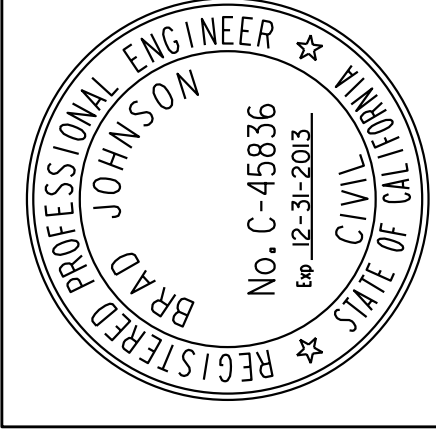
STATE REPRESENTATIVE DATE

G-4

PLANS FOR THE CONSTRUCTION OF

SAN DIEGO RIVER MULTI - USE PATHWAY ENVIRONMENTAL / MITIGATION REQUIREMENTS

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS SHEET 4 OF 19	WBS. NO. 500958 W.O. 581910
APPROVED: <i>Brad Johnson</i> FOR CITY ENGINEER	SUBMITTED BY: MARK GIANDONI PROJECT MANAGER
DATE: 5/21/13	DATE: _____
DESCRIPTION ORIGINAL	BY EJ/MOC
APPROVED DATE	FILED
218-1719	218-1719
6280407-1858444	6280407-1858444
CONTRACTOR	DATE STARTED
INSPECTOR	DATE COMPLETED
	34004-4-D



ENVIRONMENTAL / MITIGATION REQUIREMENTS

CONSTRUCTION NOTES

CONTRACTOR'S NOTES AND RESPONSIBILITIES

- IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO ENFORCE SAFETY MEASURES AND REGULATIONS. THE CONTRACTOR SHALL DESIGN CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES INCLUDING SHORING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS LAWS AND REGULATIONS.
- CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING: SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO INSURE THAT ALL DETAILS ARE BUILT IN ACCORDANCE WITH THESE PLANS. IF THERE IS ANY QUESTION REGARDING THESE PLANS, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION BEFORE DOING ANY WORK BY CALLING THE CITY RESIDENT ENGINEER.
- CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
- LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.
- BEFORE EXCAVATING FOR THIS CONTRACT, VERIFY LOCATION OF UNDERGROUND UTILITIES, THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE THERE ARE NO OTHER EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS.
- CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT.
- THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT LEAST FIVE (5) WORKING DAYS IN ADVANCE OF IMPLEMENTING ANY CONSTRUCTION DETOUR.
- IF CONSTRUCTION IS TO BE PERFORMED IN STAGES, ALL WORK SHALL BE COMPLETED IN EACH STAGE PRIOR TO BEGINNING WORK ON THE NEXT STAGE.
- THE CONTRACTOR SHALL ALSO TAKE THE NECESSARY STEPS TO PROTECT ADJACENT PROPERTY FROM ANY EROSION AND SILTATION THAT RESULTS FROM HIS OPERATIONS BY APPROPRIATE MEANS (GRAVEL BAG, DIKES, ETC) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETE AND ACCEPTED FOR MAINTENANCE BY CITY.
- THE CONTRACTOR TO PROVIDE STOCK PILE PROTECTION, STREET SWEEPING, STORAGE/STAGING AREA PROTECTION, POLLUTION CONTROL MEASURES FOR EQUIPMENT MAINTENANCE, FUELING, CLEANING AND STORAGE AND TEMPORARY CONCRETE WASH OUT AREA.
- CONTRACTOR TO OBTAIN CALTRANS RIGHT OF ENTRY PERMIT BEFORE STARTING ANY CONSTRUCTION.
- SECTION 426/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. AT LEAST THREE (3) WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL OBTAIN A DIG ALERT I.D. NUMBER & REQUEST MARKOUT OF UNDERGROUND UTILITIES BY CALLING THE BELOW LISTED REGIONAL NOTIFICATION CENTER FOR AN INQUIRY IDENTIFICATION NUMBER: UNDERGROUND SERVICE ALERT (U.S.A.) 1-800-422-4133
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER)

TRAFFIC CONTROL NOTE:

THE CONTRACTOR SHALL, PER SECTION 7-10.2.1 OF THE CITY OF SAN DIEGO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE WHITEBOOK 2010), PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE TRAFFIC ENGINEERING SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE WORKING DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE TCP PERMIT.

WATER POLLUTION CONTROL NOTES

THE CONTRACTOR SHALL, PER SECTION 801 OF THE CITY OF SAN DIEGO STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION (THE WHITEBOOK 2010), PREPARE WATER POLLUTION CONTROL SITE MANAGEMENT PLAN (WPCSMPL), PROTECT ALL NEW AND EXISTING STORM DRAIN INLET STRUCTURES FROM SEDIMENTATION RUNOFF, ROCK WASHING RUNOFF, OR ANY OTHER PROJECT SITE RUNOFF BY PLACING GRAVEL BAGS, FILTER FABRIC, OR OTHER SATISFACTORY METHOD APPROVED BY THE RESIDENT ENGINEER.

MTS STANDARD CONSTRUCTION NOTES

- A Right of Entry permit is necessary when entering MTS / San Diego and Arizona Eastern (SD&AE) right-of-way, including airspace, for any purpose. A permit is also required when working in public right-of-way occupied by MTS / SD&AE facilities. Instructions to obtain access to railroad facilities are available from MTS website: <http://www.sdmmts.com/Business/Permits.asp>
 - Certificate of Insurance from your insurance company with a minimum limit of \$2,000,000 for each occurrence for General Liability and \$1,000,000 for each Automobile Liability, and Workman's Compensation must be submitted before the permit will be processed. MTS should be named the Certificate holder. Also, please include the following as additional insureds:
 - Metropolitan Transit System (MTS)
 - San Diego Trolley, Inc. (SDTI)
 - San Diego and Arizona Eastern (SD&AE) Railway
 - San Diego and Imperial Valley (SD&IV) Railroad
 - San Diego Transit Corporation (SDTC), their directors, officers, agents and employees as additional insureds as their interests may appear.
 - Most general liability insurance does not cover railroads. Any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing must be deleted from the policy. If the exclusions cannot be removed, a separate Railroad Protective Liability Policy will be required.
 - Flagging will be required anytime work is within 15 feet of the centerline of the track including airspace or as deemed necessary by MTS. A Flagperson / Right-of-Way Work Request form must be submitted to SDTI a minimum of two business days prior to anticipated work.
 - A pre-construction meeting will be required with SDTI prior to work commencing within the right-of-way. A written notice of planned start of work must be submitted to MTS a minimum of five business days prior to work starting in the right-of-way. All work will be stopped and Permittee will not be allowed in the right-of-way without proper notification.
 - Permittee must adhere to construction and safety standards required by MTS of their contractors when working within the right-of-way.
 - A written notice shall be submitted to MTS when work is completed within the right-of-way. Any additional work required to replace or repair the railroad facilities in good working order will be the Permittee's responsibility prior to relief from maintenance within the permit area.
 - Sleeves under Railroad tracks and across Railroad right-of-way shall not be less than 5 ½ feet (1.7m) from the base of the rail to the top of the casing at its closest point. On portions where casing is not directly beneath the tracks, the depth from ground surface to the top of the casing shall not be less than 3 feet (1 m).
- WORK IN STATE RIGHT OF WAY
- ALL WORK IN STATE RIGHT OF WAY SHALL CONFORM TO THE MOST RECENTLY ADOPTED EDITION OF THE FOLLOWING MANUELS:
- CALIFORNIA MANUAL ON TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD) FOR STREET AND HIGHWAYS.
 - CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND STANDARD SPECIFICATIONS
 - CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL ON TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES.

PERMIT NUMBER	II-2-NMC-0336
CO SD	RTE 163 PM 4:09
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES	
STATE REPRESENTATIVE	DATE

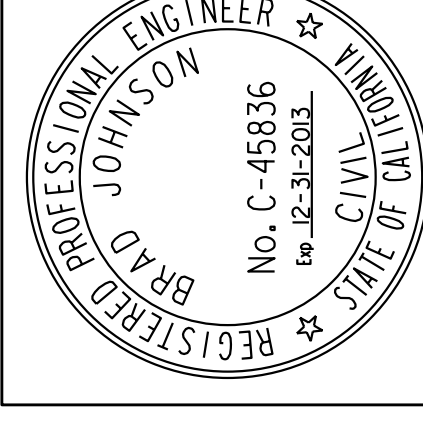
- Permittee agrees to coordinate on a daily basis a reasonable access to all MTS/SD&AE facilities with contract operators, SDTI, and SD&IV. Trolley operations are generally from the hours of 4:00 a.m. to 2:00 a.m. the following day. SD&IV freight trains operate during non-Trolley hours.
- Permittee agrees to restore all facilities, improvements, landscaping, etc., to their original condition by the completion of work or as shown on plans.
- Permittee agrees that no work by himself or his authorized agent will interfere with railroad/trolley operations.
- Permittee shall notify SDTI and SD&IV a minimum of 2 business days prior to the start of work on subject property and within 1 business day after completion of work.
- Permittee shall not store equipment, tools, and materials within fifteen feet from the centerline of any operable track.
- Permittee shall remove all of Permittee's tools, equipment, and materials from railroad premises promptly upon completion of work, restoring railroad premises to the same state and condition as when Permittee entered thereon.
- No vehicular crossing over tracks shall be installed or used by Permittee without prior written permission of Railroad.
- Permittee shall perform all work in accordance with applicable California Public Utilities Commission regulations and MTS LRT Design Criteria.
- Permittee shall maintain safe pedestrian access to all trolley platforms and bus stops at all times. A minimum five-foot-wide accessible pedestrian path through the construction site shall be maintained at all times. The construction boundary shall consist of a top and bottom rail constructed of 3/4-inch plastic pipe, OSHA plastic mesh, or approved equal. Yellow caution tape is not acceptable.
- Permittee shall not use or store hazardous substances, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA") or petroleum or oil as defined by applicable Environmental Laws on the Railroad right-of-way.
- Any contractors or subcontractors performing work on the Railroad right-of-way, or entering the right-of-way on behalf of Permittee, shall be deemed agents of Permittee.
- Permittee's on-site supervision shall retain/maintain a fully executed copy of the Right of Entry Permit at all times while on the Railroad right-of-way.

PLANS FOR THE CONSTRUCTION OF

SAN DIEGO RIVER MULTI – USE PATHWAY

CONSTRUCTION NOTES

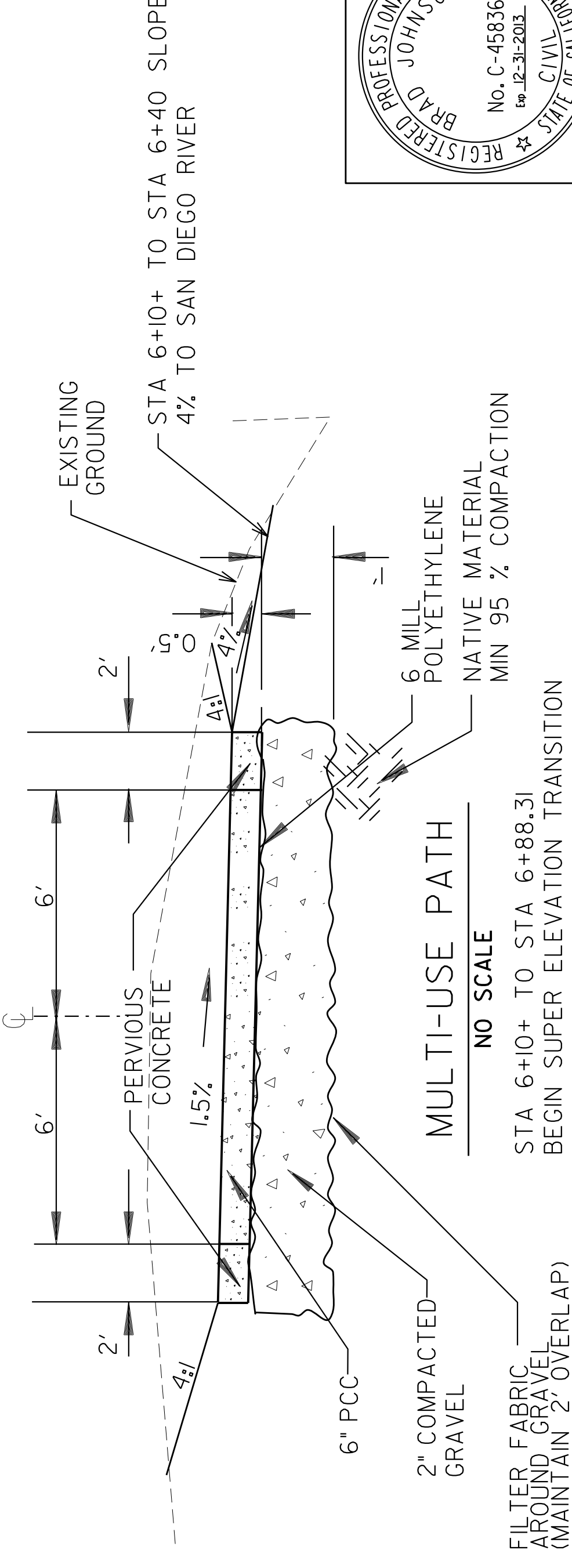
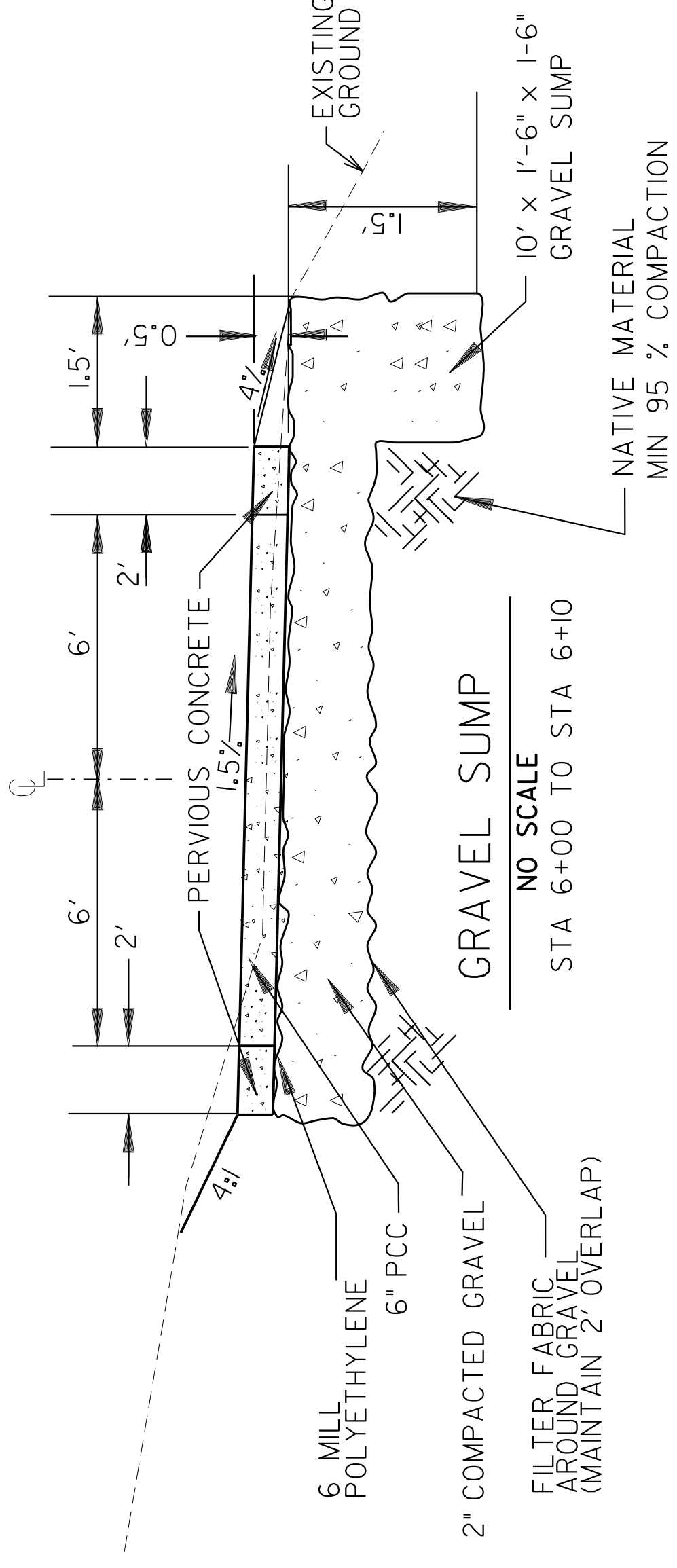
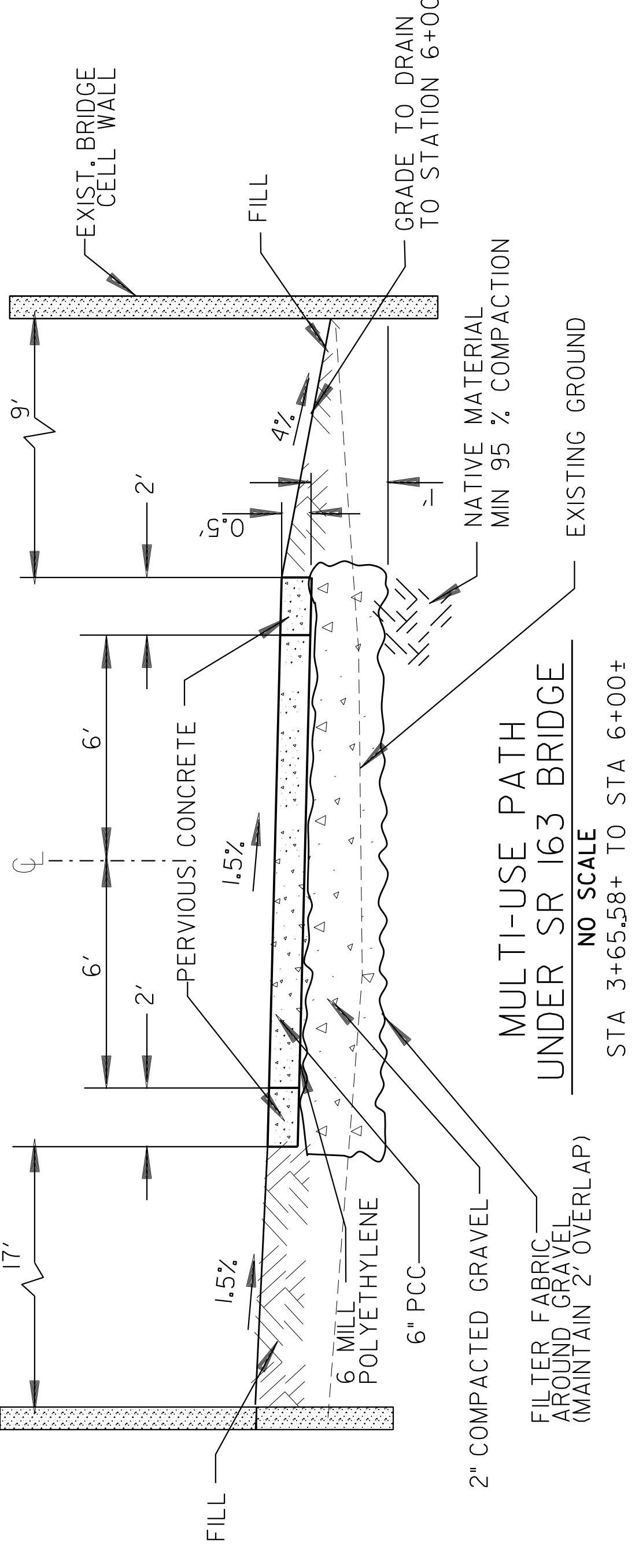
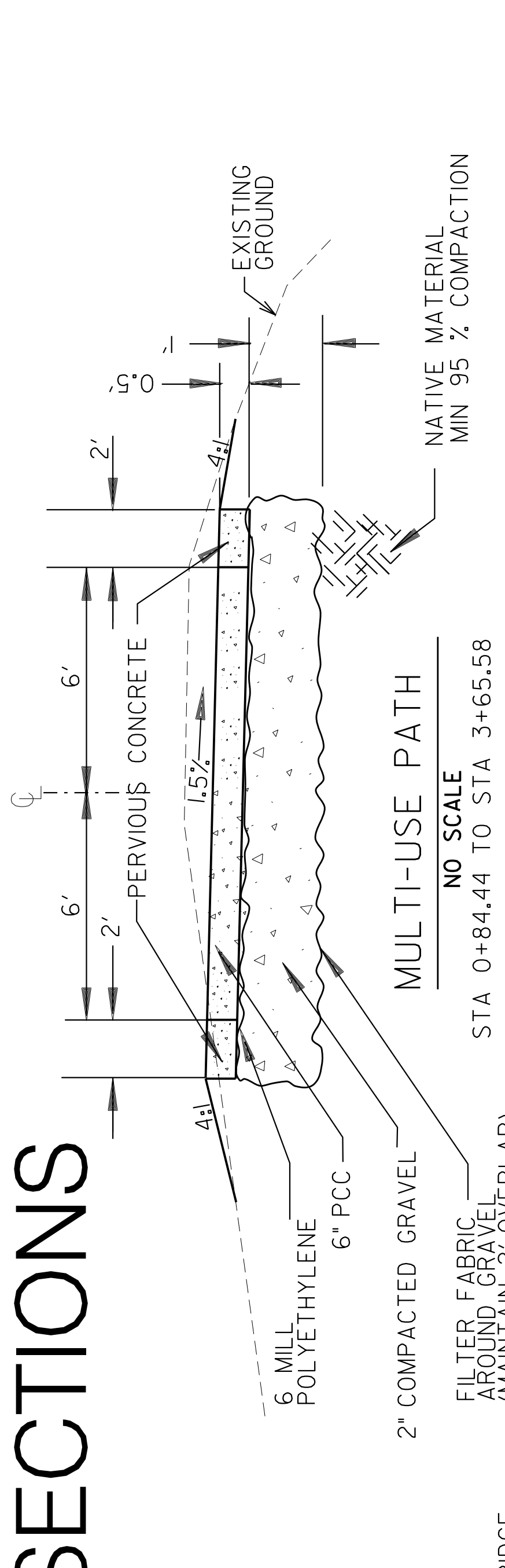
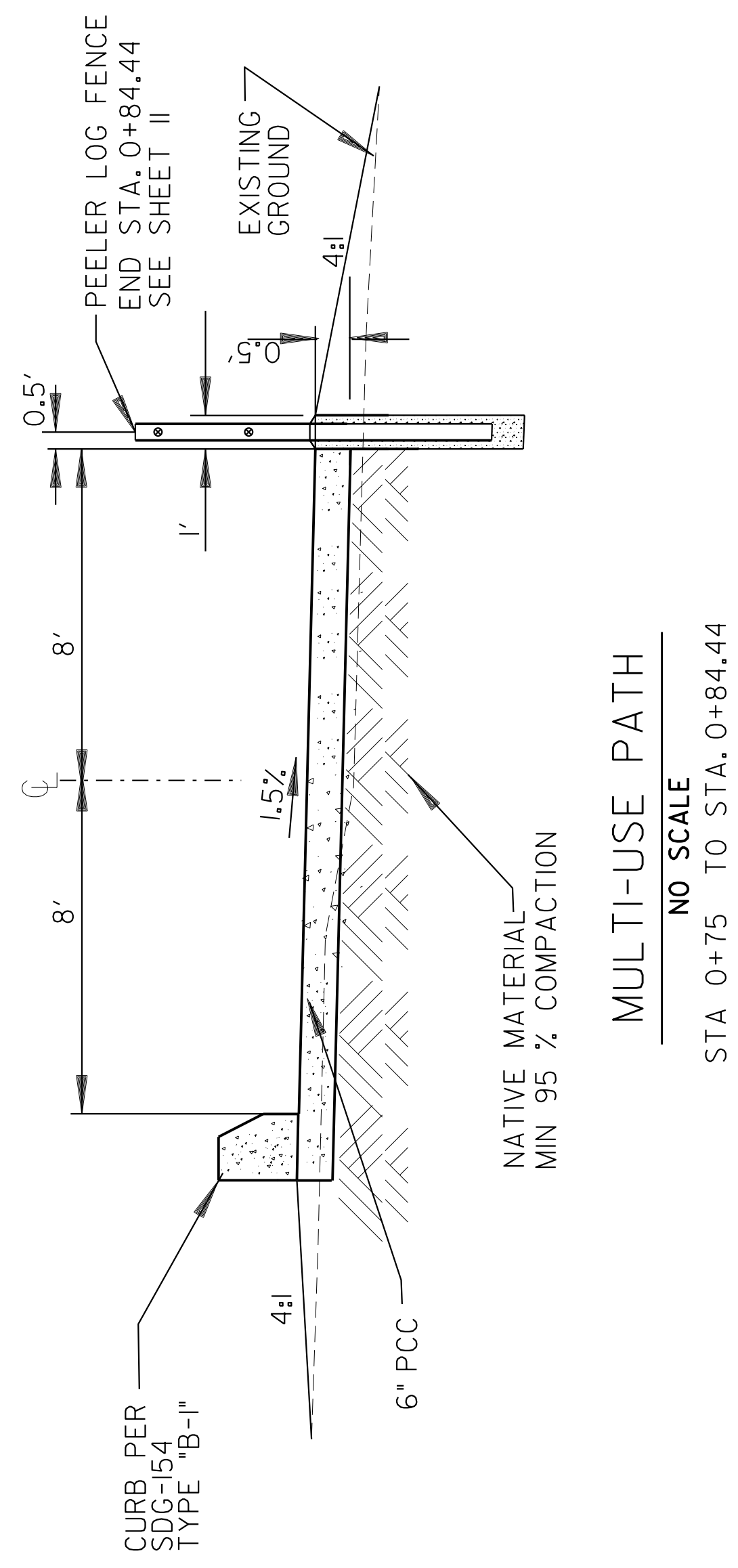
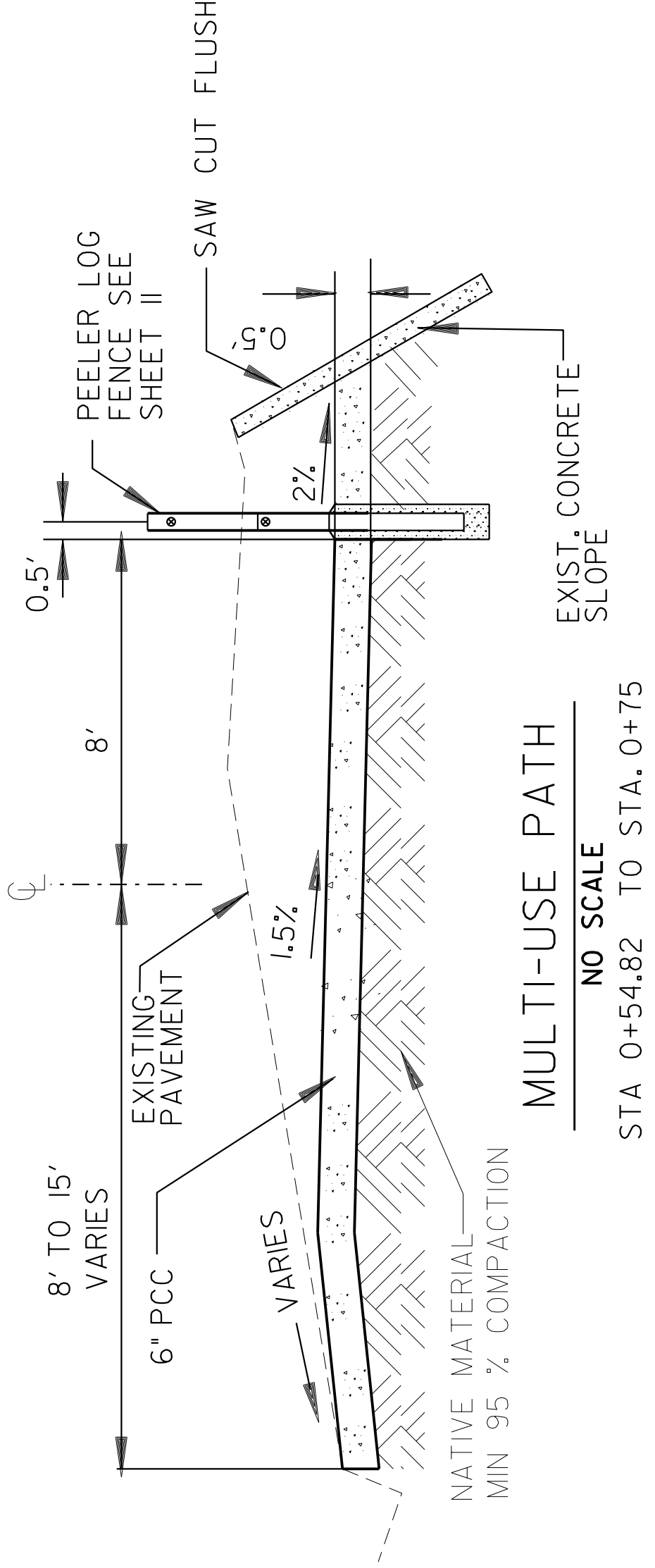
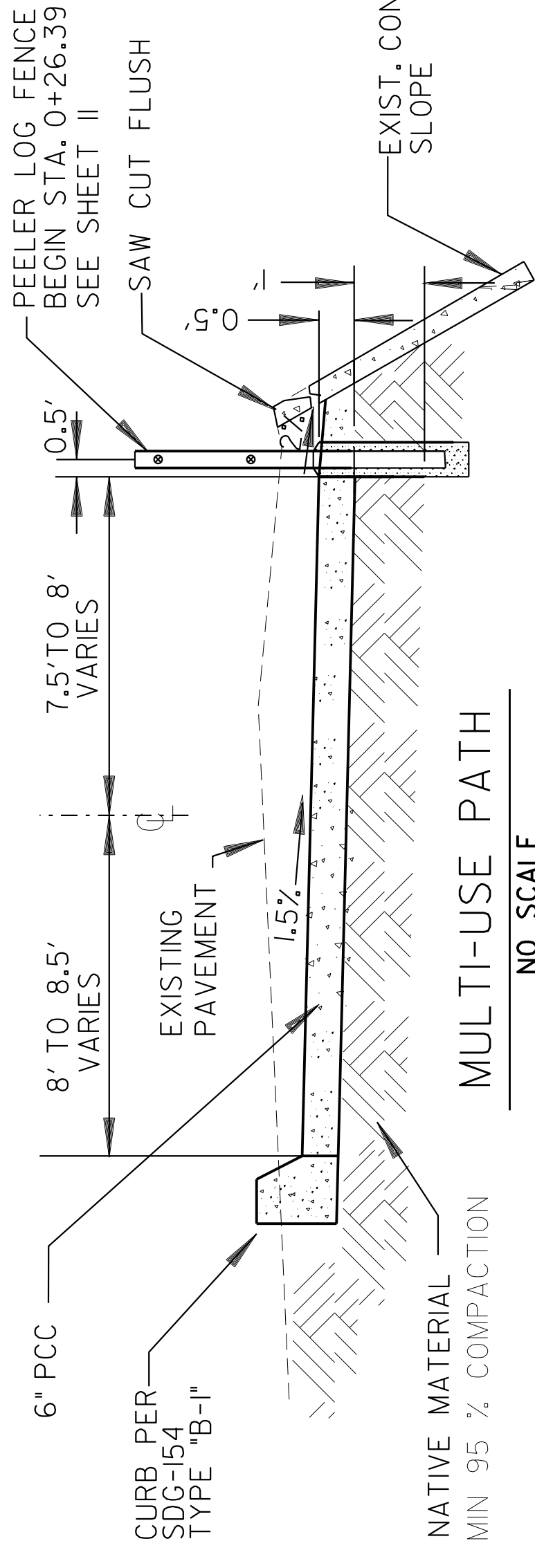
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS – ENGINEERING AND CAPITAL PROJECTS SHEET 5 OF 19	WBS. NO. 500958 W.O. 581910
APPROVED: <i>Brad Johnson</i> FOR CITY-ENGINEER	SUBMITTED BY: MARK GIANDONI PROJECT MANAGER
DATE: 5/2/13	DATE: _____
DESCRIPTION: ORIGINAL	BY: ELV/MDC
FILED: _____	FILED: _____
PROJECT NUMBER: _____	PROJECT NUMBER: 218-1719
PROJECT ENGINEER: _____	PROJECT ENGINEER: CUNNINGHAM
COORDINATOR: _____	COORDINATOR: 6280407-1858444
DATE STARTED: _____	DATE COMPLETED: 34004-5-D



CONSTRUCTION NOTES

CROSS - SECTIONS

PERMIT NUMBER II-12-NMC-0336
 CO SD RTE 163 PM 4.09
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC
 AND ABOVE GROUND FEATURES
 STATE REPRESENTATIVE DATE



NOTE:
 1. PAVEMENT SHALL BE DONE IN
 HEAVY BROOM FINISH.
 2. CONCRETE MIX FOR MULTI-USE
 PATHWAY SHALL BE 560-3250

PLANS FOR THE CONSTRUCTION OF
 SAN DIEGO RIVER MULTI-USE PATHWAY

CROSS SECTIONS

C-1

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS
 SHEET 6 OF 19

WBS. NO. 500958

APPROVED BY: *Mark Giandoni* DATE: 5/21/13
 FOR CIP ENGINEER

PROJECT MANAGER: MARK GIANDONI

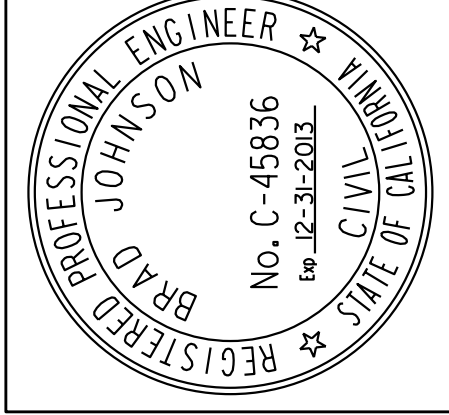
DESCRIPTION: ORIGINAL BY: APPROVED DATE: FILED

ECU/MOC: MARIA CUNNINGHAM PROJECT ENGINEER

218-1719 CS27 COORDINATOR

6280407-1858444 CS288 COORDINATOR

CONTRACTOR: DATE STARTED: DATE COMPLETED: 34004-6-D

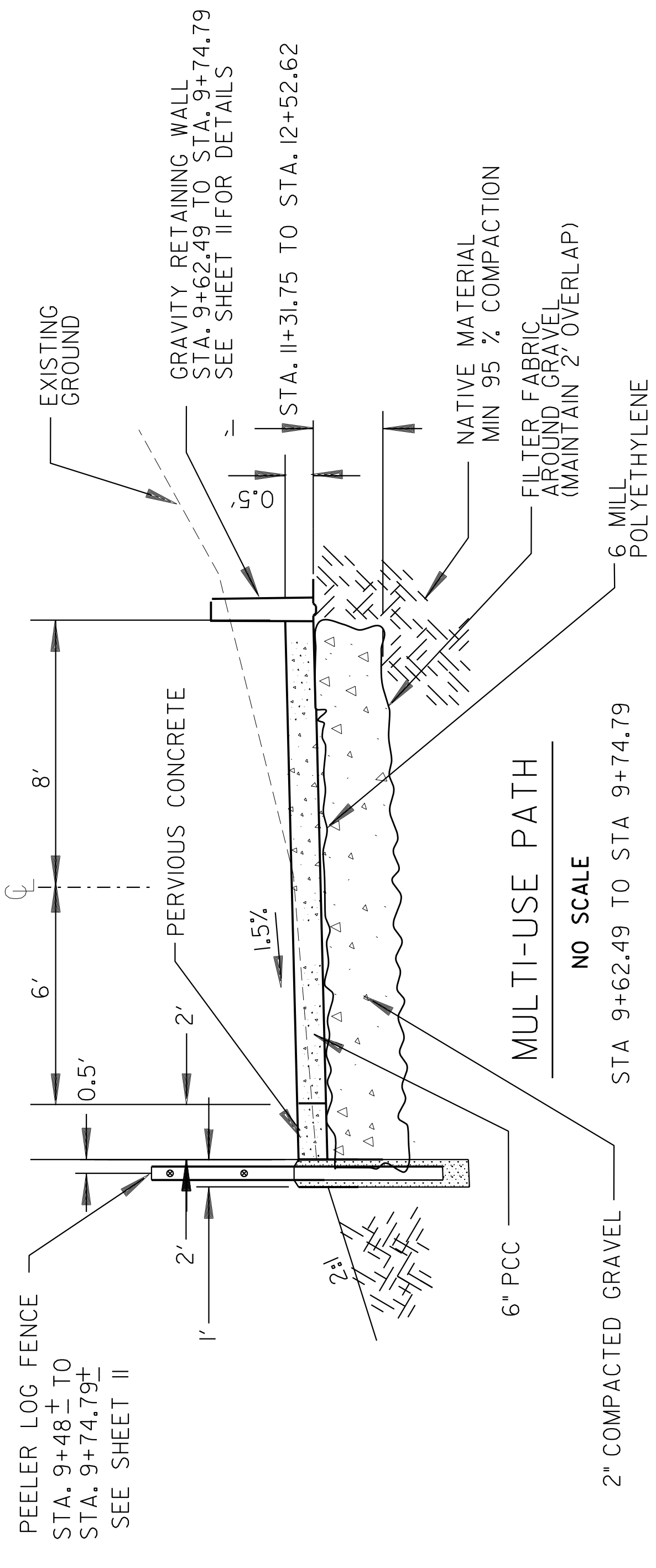
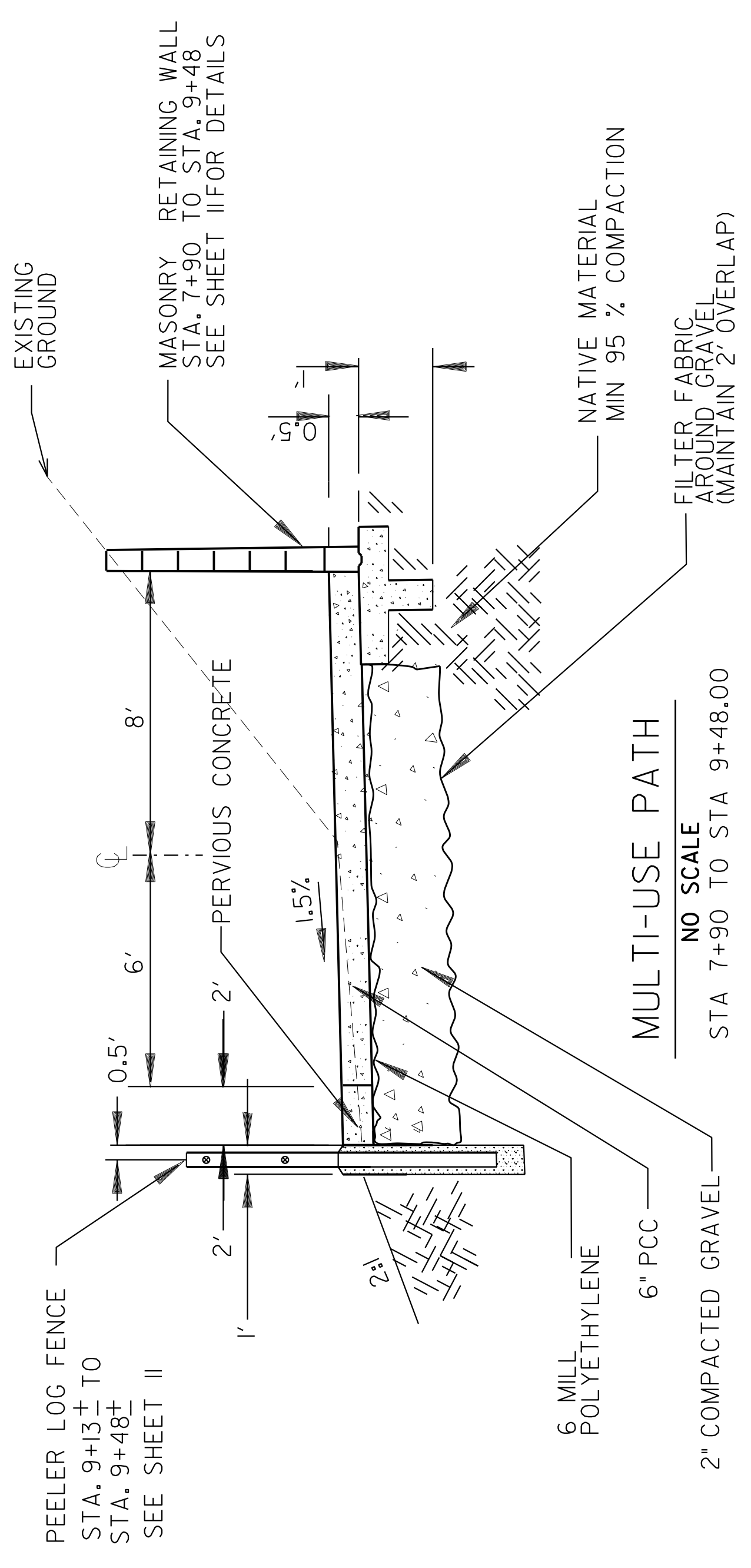
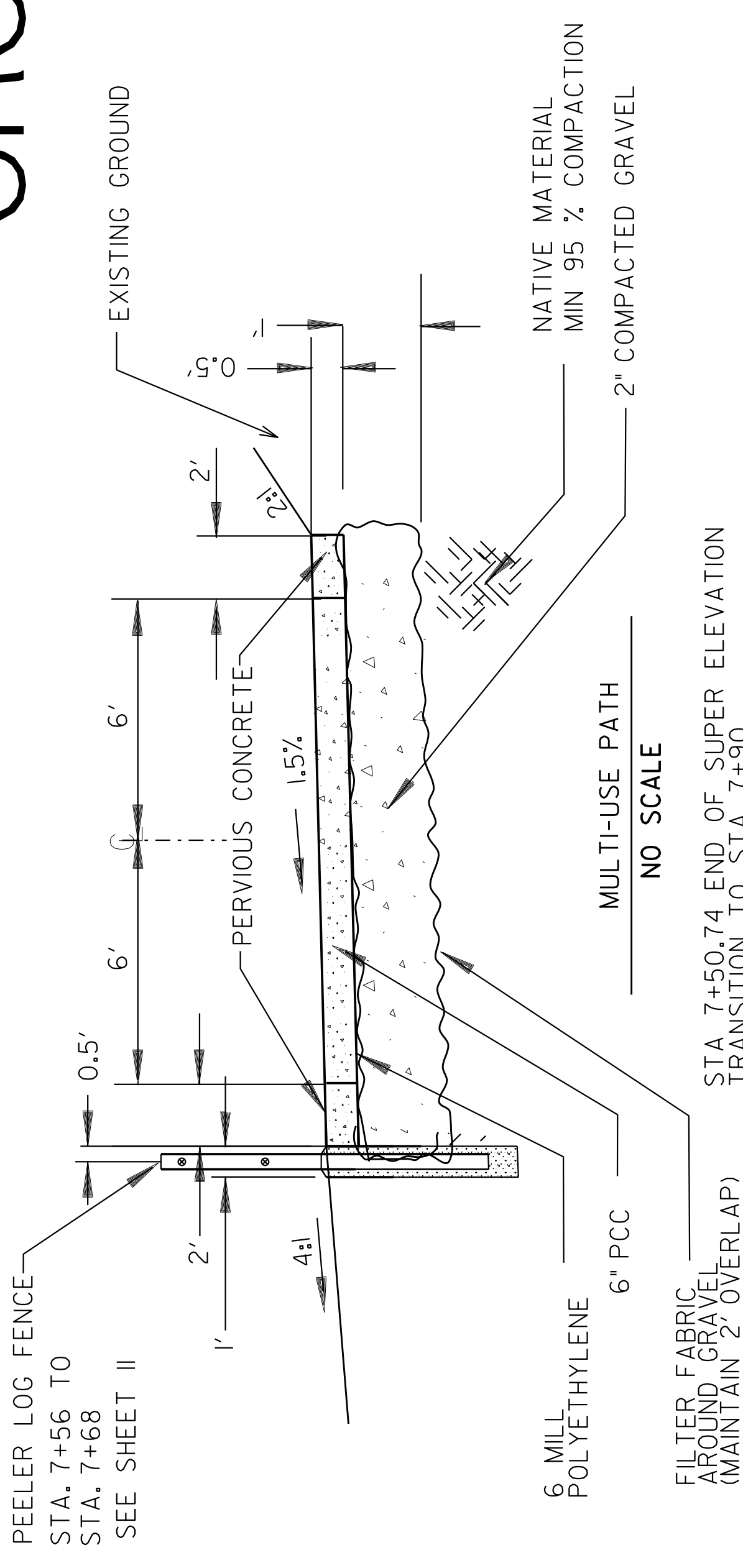
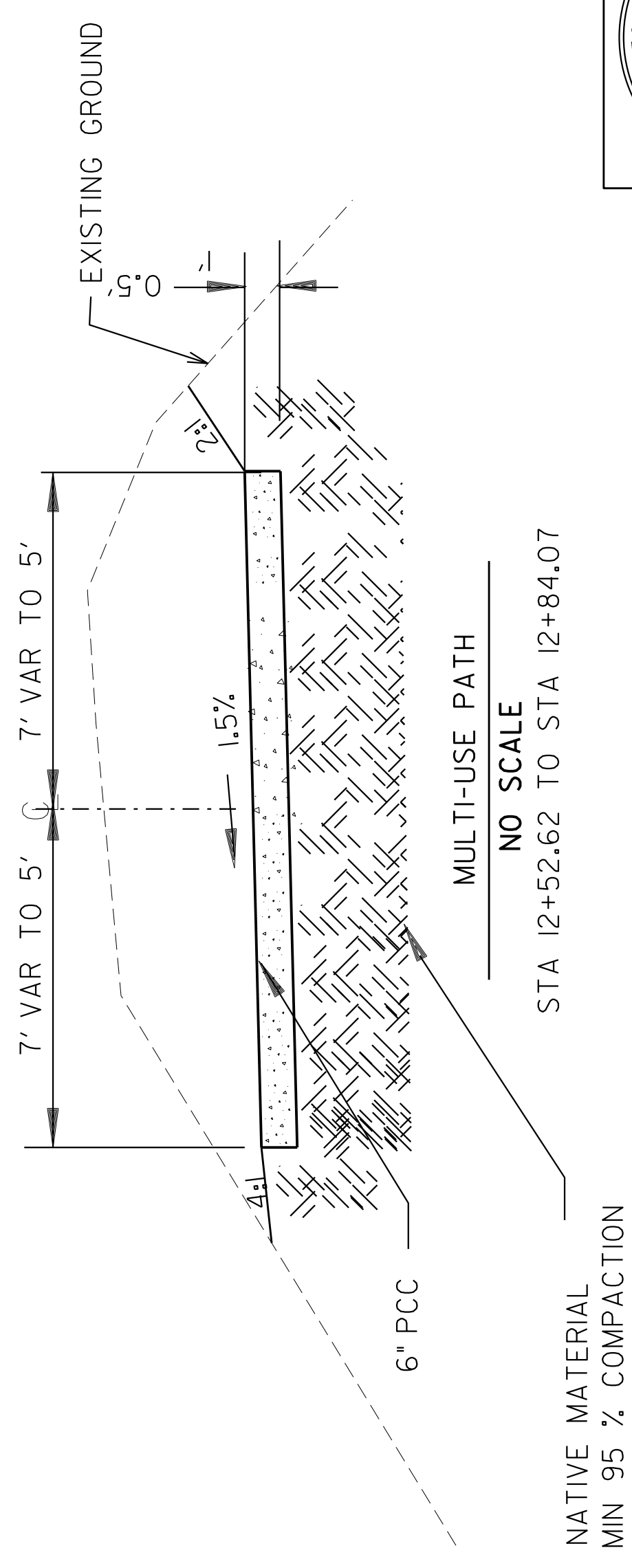
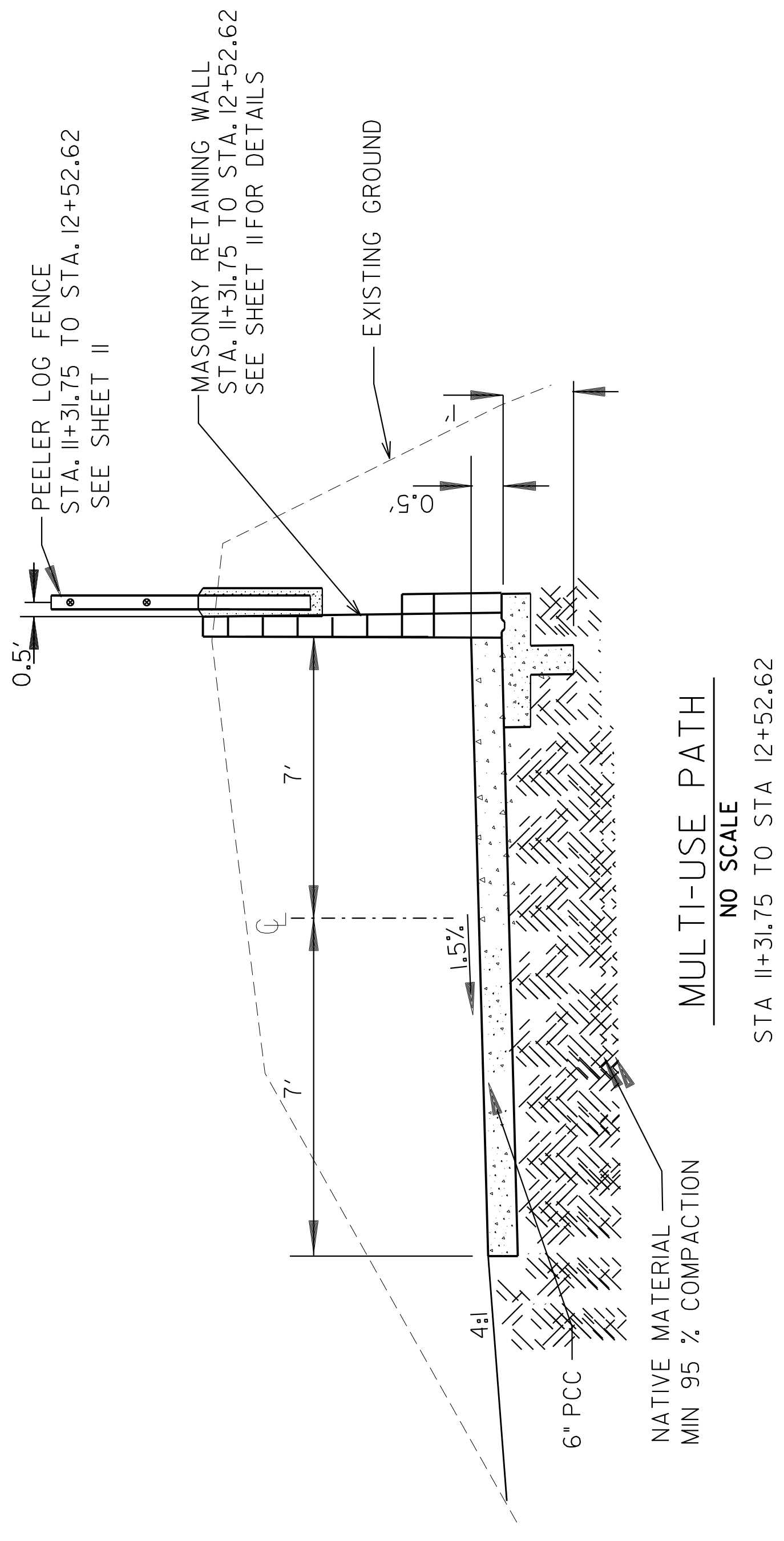
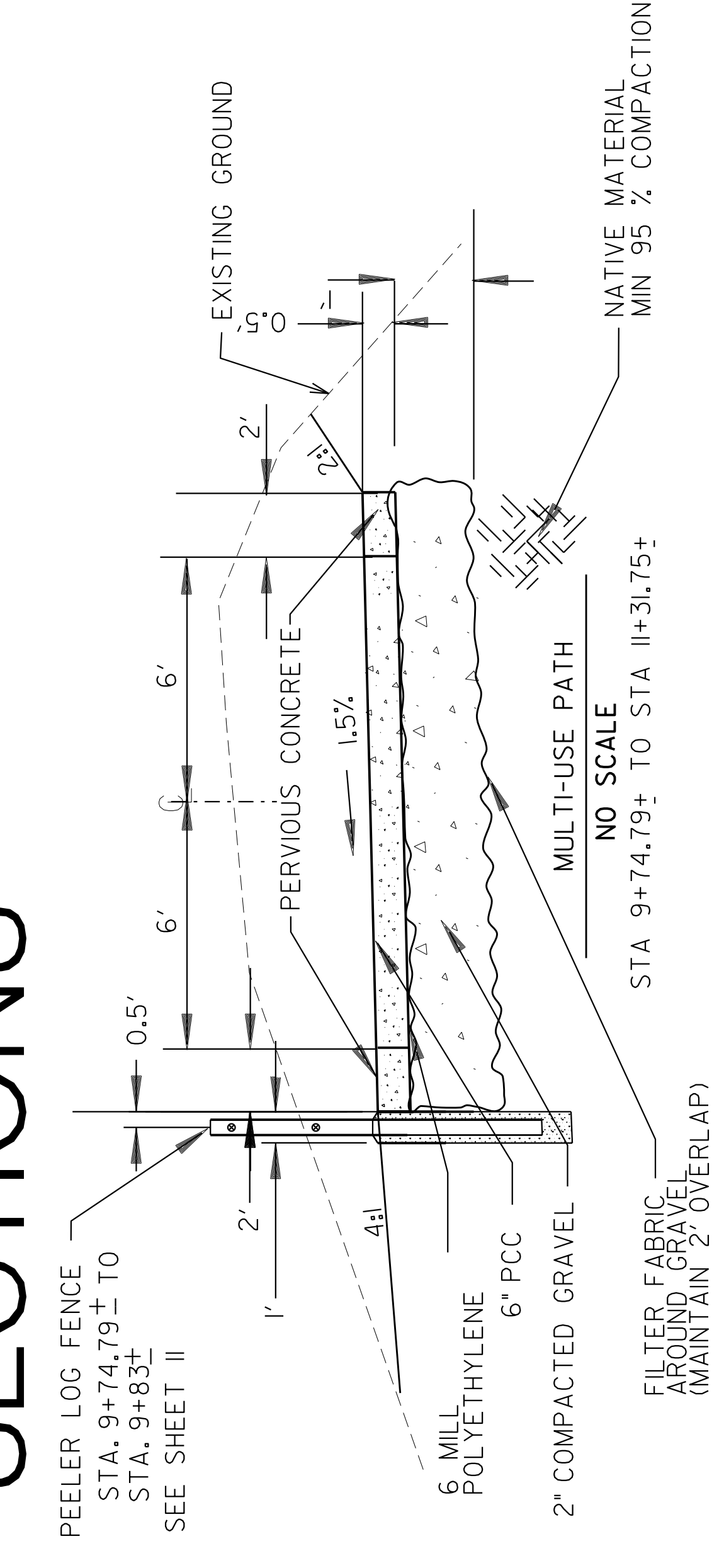


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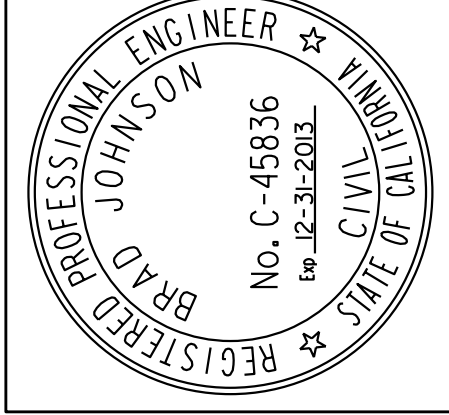
CROSS SECTIONS

PERMIT NUMBER II-12-NMC-0336
 CO SD RTE. 163 PM 4.09
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC
 AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE _____ DATE _____



NOTE:
 1. PAVEMENT SHALL BE DONE IN
 HEAVY BROOM FINISH.
 2. CONCRETE MIX FOR MULTI-USE
 PATHWAY SHALL BE 560-3250



PLANS FOR THE CONSTRUCTION OF
 SAN DIEGO RIVER MULTI-USE PATHWAY

CROSS SECTIONS

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS
 SHEET 7 OF 19

WBS. NO. **500958**

APPROVED: *Brad Johnson*
 FOR CITY ENGINEER

DATE: **5/21/13**

PROJECT MANAGER: **MARK GIANDONI**

PROJECT ENGINEER: **MARIA CUNNINGHAM**

DESCRIPTION: ORIGINAL

BY: **ECJ/MJC**

APPROVED: _____ DATE: _____

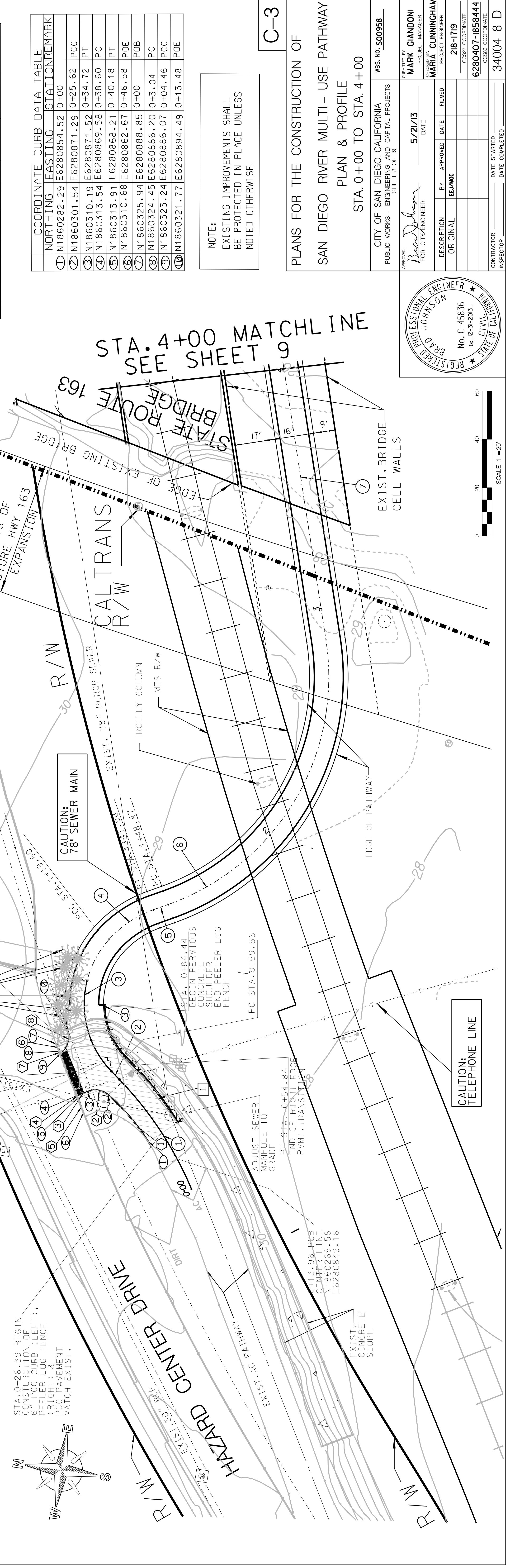
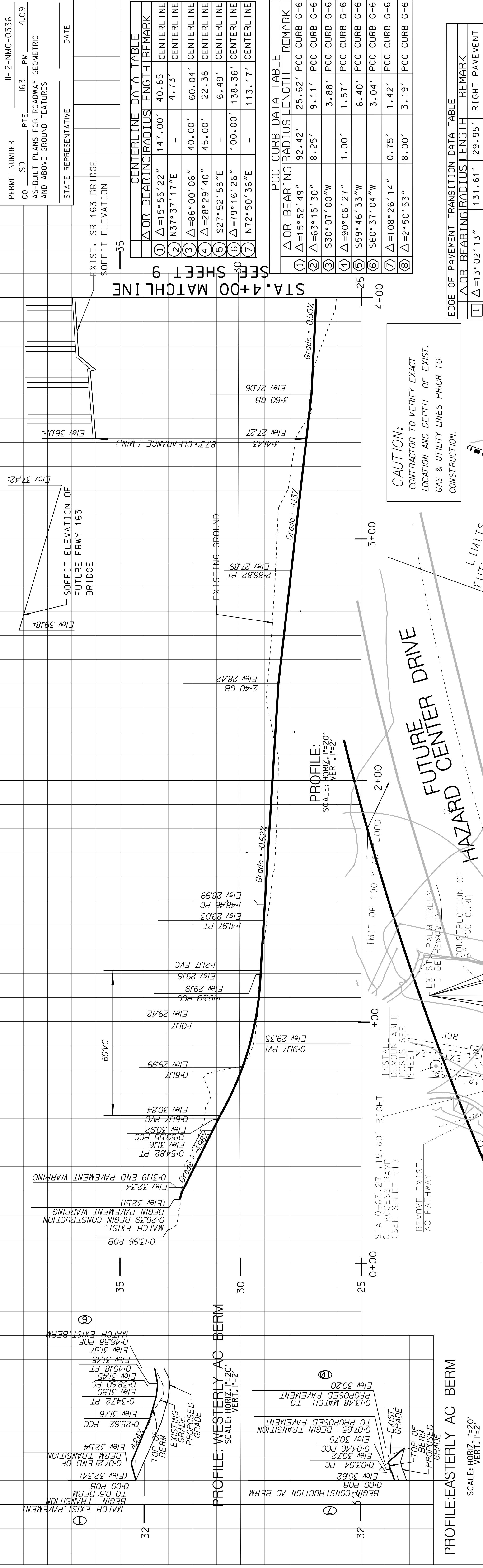
FILED: _____

CONTRACTOR: _____ DATE STARTED: _____

INSPECTOR: _____ DATE COMPLETED: _____

34004-7-D

PLAN & PROFILE-STA. 0+00 TO STA. 4+00



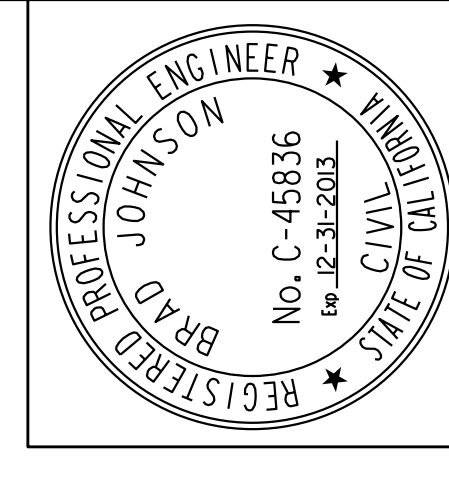
SEE SHEET 9
STA. 4+00 MATCHLINE

CENTERLINE DATA TABLE			
Δ OR BEARING	RADIUS	LENGTH	REMARK
① Δ=15°55'22"	147.00'	40.85'	CENTERLINE
② N37°37'17"E	-	4.73'	CENTERLINE
③ Δ=86°00'06"	40.00'	60.04'	CENTERLINE
④ Δ=28°29'40"	45.00'	22.38'	CENTERLINE
⑤ S27°52'58"E	-	6.49'	CENTERLINE
⑥ Δ=79°16'26"	100.00'	138.36'	CENTERLINE
⑦ N72°50'36"E	-	113.17'	CENTERLINE

PCC CURB DATA TABLE			
Δ OR BEARING	RADIUS	LENGTH	REMARK
① Δ=15°52'49"	92.42'	25.62'	PCC CURB G-6
② Δ=63°15'30"	8.25'	9.11'	PCC CURB G-6
③ S30°07'00"W	-	3.88'	PCC CURB G-6
④ Δ=90°06'27"	1.00'	1.57'	PCC CURB G-6
⑤ S59°46'33"W	-	6.40'	PCC CURB G-6
⑥ S60°37'04"W	-	3.04'	PCC CURB G-6
⑦ Δ=108°26'14"	0.75'	1.42'	PCC CURB G-6
⑧ Δ=2°50'53"	8.00'	3.19'	PCC CURB G-6

EDGE OF PAVEMENT TRANSITION DATA TABLE			
Δ OR BEARING	RADIUS	LENGTH	REMARK
① Δ=13°02'13"	131.61'	29.95'	RIGHT PAVEMENT

COORDINATE CURB DATA TABLE			
NORTHING	EASTING	STATION	REMARK
① N1860282.29	E6280854.52	0+00	
② N1860301.54	E6280871.29	0+25.62	PCC
③ N1860310.19	E6280871.52	0+34.72	PT
④ N1860313.54	E6280869.58	0+38.60	PC
⑤ N1860313.91	E6280868.21	0+40.18	PT
⑥ N1860310.68	E6280862.67	0+46.58	POE
⑦ N1860325.94	E6280888.85	0+00	POB
⑧ N1860324.45	E6280886.20	0+3.04	PC
⑨ N1860323.24	E6280886.07	0+04.46	PCC
⑩ N1860321.77	E6280894.49	0+13.48	POE



APPROVED: *Brad Johnson*
FOR CITY ENGINEER

DATE: 5/21/13

PROJECT MANAGER: MARK GIANDONI
PROJECT ENGINEER: MARIA CUNNINGHAM

DESCRIPTION: ORIGINAL
BY: APPROVED DATE: FILMED
EJ/MOC

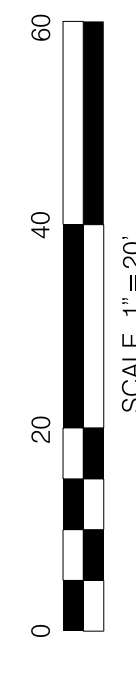
WBS. NO. 500958
CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS
SHEET 8 OF 19

DATE STARTED: _____
DATE COMPLETED: _____

CONTRACTOR: _____
INSPECTOR: _____

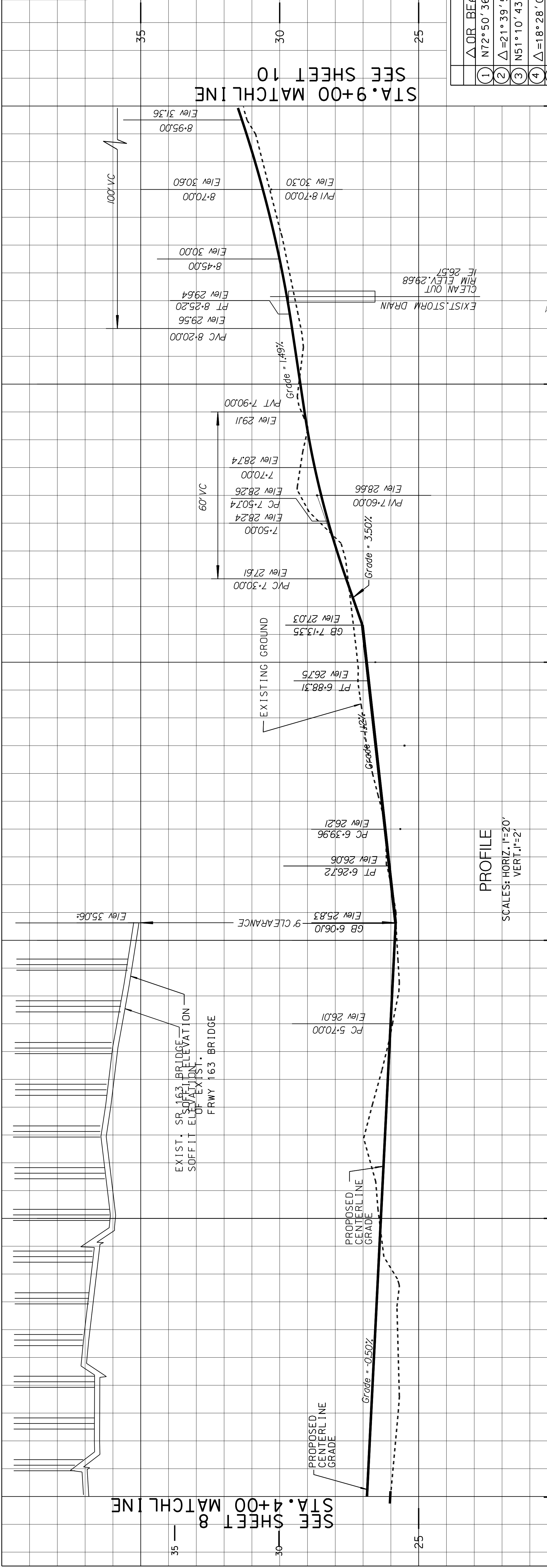
PLANS FOR THE CONSTRUCTION OF
SAN DIEGO RIVER MULTI - USE PATHWAY
PLAN & PROFILE
STA. 0+00 TO STA. 4+00

C-3



PERMIT NUMBER II-12-NMC-0336
 CO SD RTE 163 PM 4.09
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC
 AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE



CENTERLINE DATA TABLE

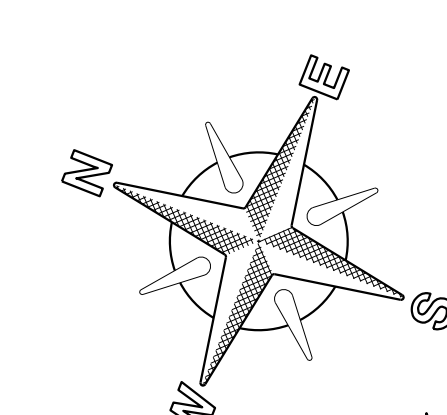
Δ OR BEARING	RADIUS	LENGTH	REMARK
① N72°50'36"E	-	170.00'	CENTERLINE
② Δ=21°39'54"	150.00'	56.72'	CENTERLINE
③ N51°10'43"E	-	13.24'	CENTERLINE
④ Δ=18°28'05"	150.00'	48.35'	CENTERLINE
⑤ N32°42'38"E	-	62.43'	CENTERLINE
⑥ Δ=28°26'34"	150.00'	74.46'	CENTERLINE
⑦ N61°09'12"E	-	74.80'	CENTERLINE

WALL DATA TABLE

Δ OR BEARING	RADIUS	LENGTH	REMARK
① Δ=13°26'20"	142.00'	33.31'	FACE OF WALL
② N61°09'12"E	-	74.80'	FACE OF WALL

CAUTION:
 CONTRACTOR TO VERIFY EXACT
 LOCATION AND DEPTH OF EXIST.
 GAS & UTILITY LINES PRIOR TO
 CONSTRUCTION.

NOTE:
 EXISTING IMPROVEMENTS SHALL
 BE PROTECTED IN PLACE UNLESS
 NOTED OTHERWISE.



C-4

PLANS FOR THE CONSTRUCTION OF
 SAN DIEGO RIVER MULTI-USE PATHWAY
 PLAN & PROFILE
 STA. 4+00 TO STA. 9+00

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS
 SHEET 9 OF 19

WBS. NO. 500958

APPROVED BY: *Brad Johnson*
 FOR CITY ENGINEER

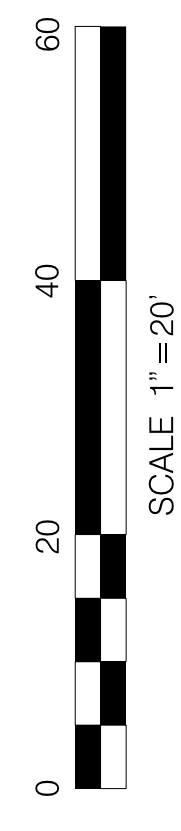
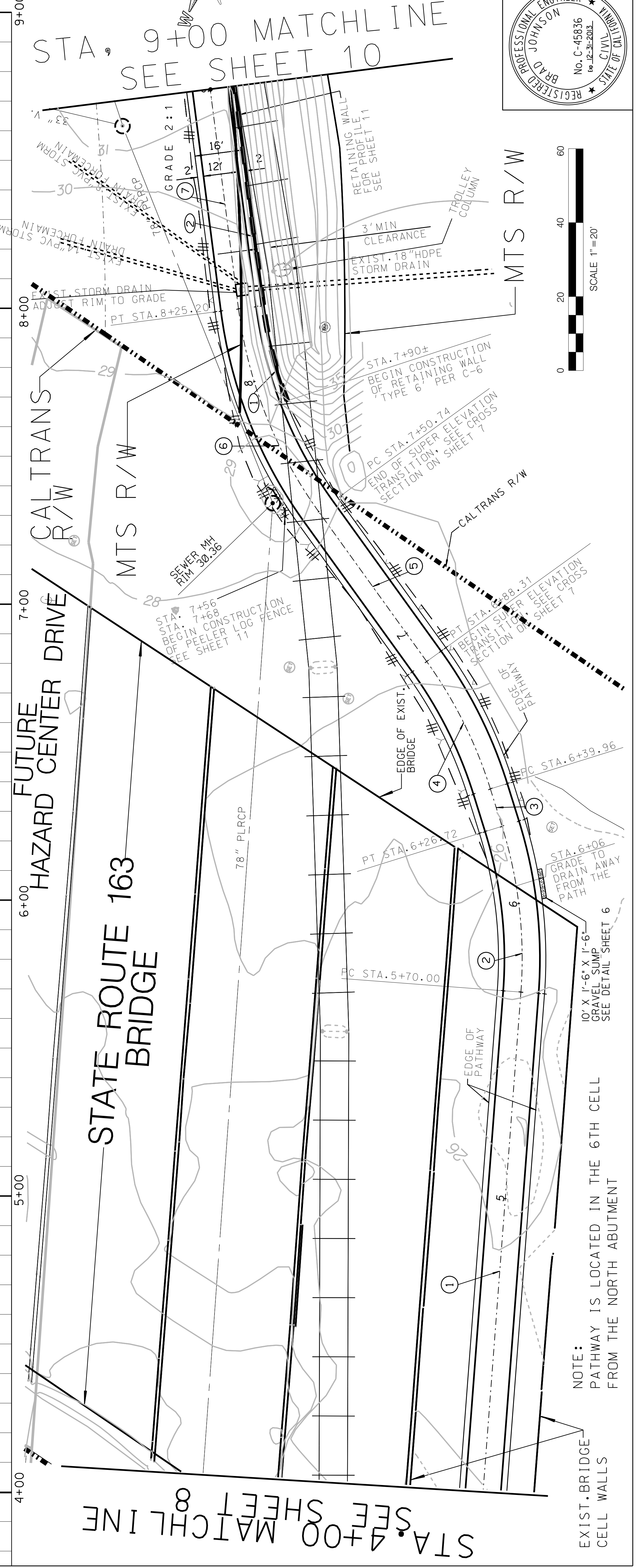
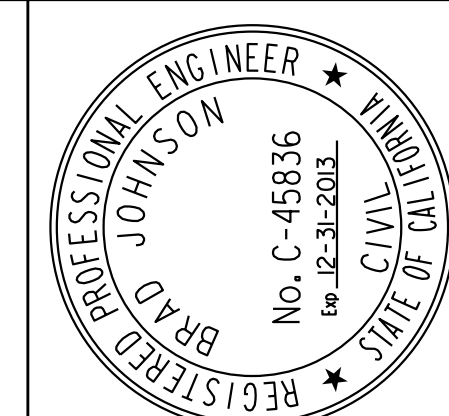
DATE: 5/21/13

SUBMITTED BY: **MARK GIANDONI**
 PROJECT MANAGER

DATE: 5/21/13

DESCRIPTION: ORIGINAL
 BY: APPROVED DATE FILMED
 EC/MOC

218-1719
 218-1719
 6280407-1858444
 6280407-1858444
 34004-9-D



NOTE:
 EXIST. BRIDGE
 CELL WALLS
 PATHWAY IS LOCATED IN THE 6TH CELL
 FROM THE NORTH ABUTMENT

STA. 4+00 MATCHLINE
 SEE SHEET 8

STA. 4+00 MATCHLINE
 SEE SHEET 8

STA. 9+00 MATCHLINE
 SEE SHEET 10

STA. 9+00 MATCHLINE
 SEE SHEET 10

PERMIT NUMBER 11-12-NMC-0336
 CO. SD RTE. 163 PM 4.09
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC
 AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE	DATE

WALL DATA TABLE

Δ OR BEARING	RADIUS	LENGTH	REMARK
① N61°09'12"E	-	13.53'	FACE OF WALL
② Δ=06°45'33"	308.00'	36.33'	FACE OF WALL
③ N54°23'39"E	-	12.30'	FACE OF WALL
④ Δ=12°10'35"	142.00'	30.18'	FACE OF WALL
⑤ S77°43'19"W	-	38.69'	FACE OF WALL
⑥ Δ=12°35'53"	74.87'	16.46'	FACE OF WALL
⑦ N65°07'26"E	-	35.48'	FACE OF WALL
⑧ N65°07'26"E	-	35.48'	FACE OF WALL

CENTERLINE DATA TABLE

Δ OR BEARING	RADIUS	LENGTH	REMARK
① N61°09'12"E	-	13.53'	CENTERLINE
② Δ=06°45'33"	300.00'	35.39'	CENTERLINE
③ N54°23'39"E	-	153.63'	CENTERLINE
④ Δ=23°19'40"	150.00'	61.07'	CENTERLINE
⑤ N77°43'19"E	-	38.69'	CENTERLINE
⑥ Δ=12°35'53"	149.53'	32.88'	CENTERLINE
⑦ N65°07'26"E	-	23.47'	CENTERLINE
⑧ Δ=3°13'32"	300.00'	16.89'	CENTERLINE
⑨ N61°53'54"E	-	8.52'	CENTERLINE

EDGE OF PAVEMENT TRANSITION DATA TABLE

Δ OR BEARING	RADIUS	LENGTH	REMARK
① N77°43'19"E	-	38.69'	LEFT PAVEMENT
② Δ=12°35'53"	224.18'	49.29'	LEFT PAVEMENT
③ N65°07'26"E	-	5.44'	LEFT PAVEMENT
④ Δ=03°13'32"	293.99'	16.55'	LEFT PAVEMENT
⑤ N75°06'37"E	-	8.75'	LEFT PAVEMENT
⑥ N77°43'19"E	-	38.69'	RIGHT PAVEMENT
⑦ Δ=12°35'53"	74.87'	16.46'	RIGHT PAVEMENT
⑧ N65°07'26"E	-	41.50'	RIGHT PAVEMENT
⑨ Δ=03°13'31"	306.01'	17.23'	RIGHT PAVEMENT
⑩ N48°41'11"E	-	8.75'	RIGHT PAVEMENT

NOTE:
 EXISTING IMPROVEMENTS SHALL
 BE PROTECTED IN PLACE UNLESS
 NOTED OTHERWISE.

PLANS FOR THE CONSTRUCTION OF
 SAN DIEGO RIVER MULTI-USE PATHWAY
 PLAN & PROFILE
 STA. 9+00 TO STA. 12+85

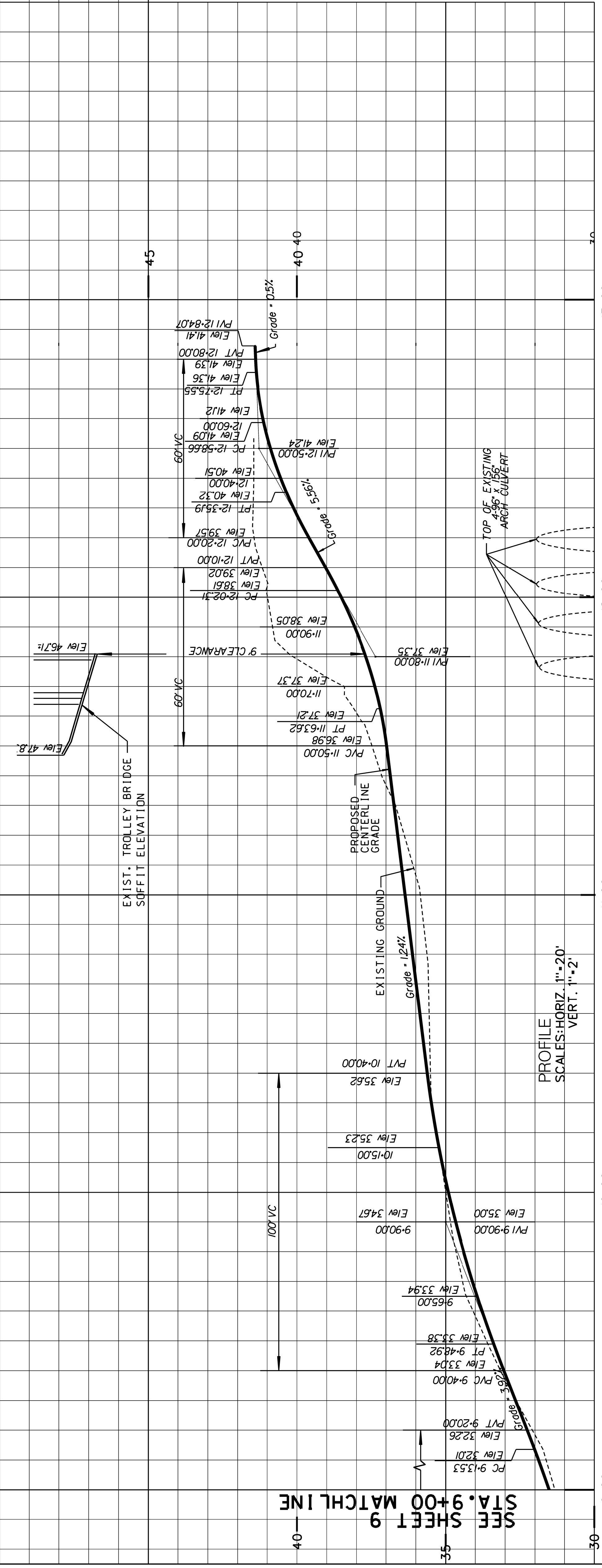
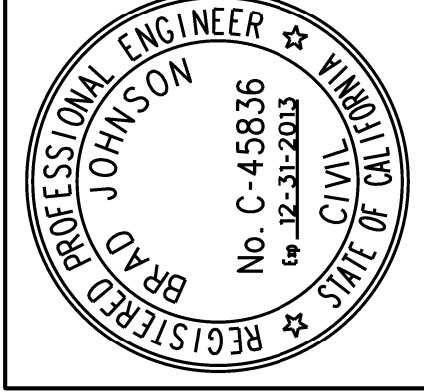
CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS
 SHEET 10 OF 19
 WBS. NO. 500958

APPROVED BY: *Brad Johnson*
 FOR CITY ENGINEER
 DATE: 5/21/13

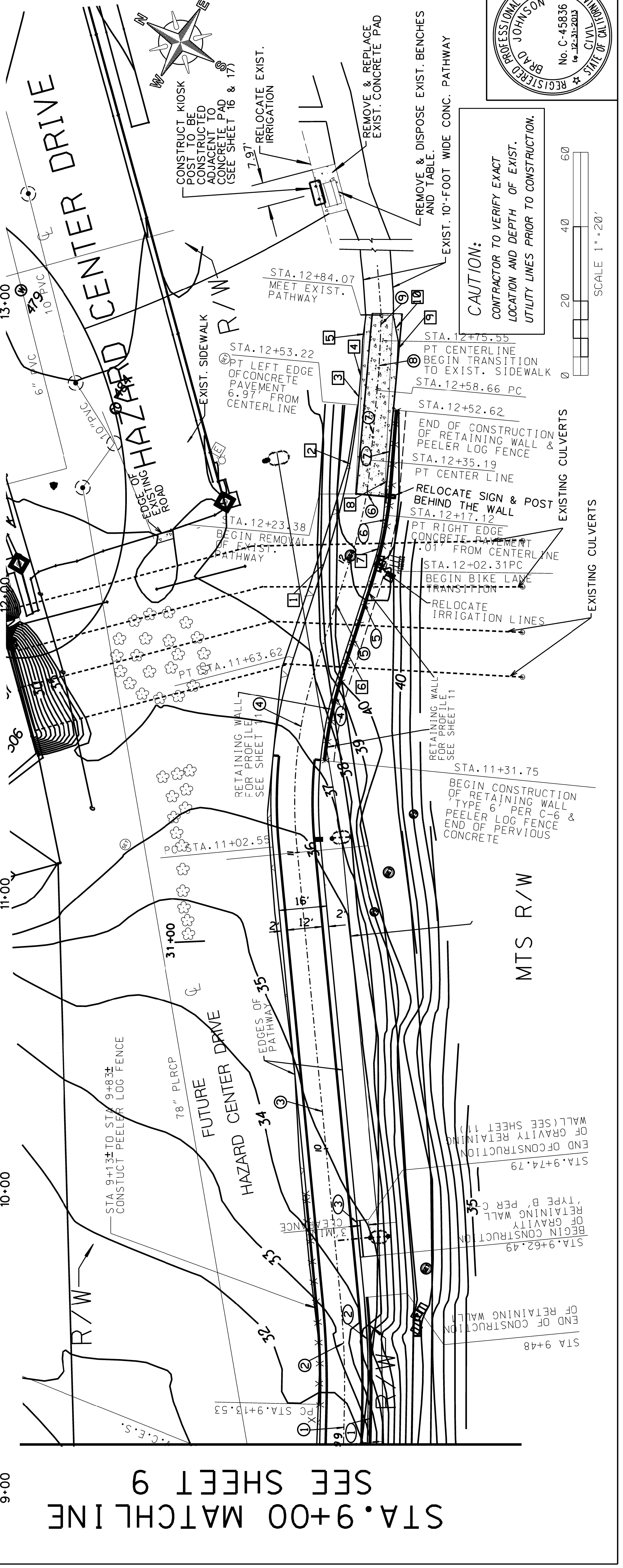
PROJECT MANAGER: MARK GIANDONI
 PROJECT ENGINEER: MARIA CUNNINGHAM

DESCRIPTION: ORIGINAL
 BY: APPROVED
 DATE: FILED
 ERM/DOC

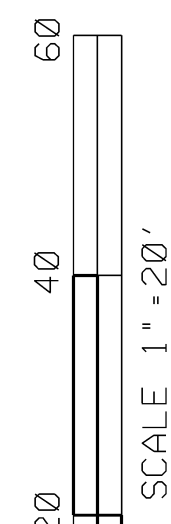
218-1719
 6280407-1858444
 34004-10-D



PROFILE
 SCALES: HORIZ. 1"=20'
 VERT. 1"=2'



CAUTION:
 CONTRACTOR TO VERIFY EXACT
 LOCATION AND DEPTH OF EXIST.
 UTILITY LINES PRIOR TO CONSTRUCTION.

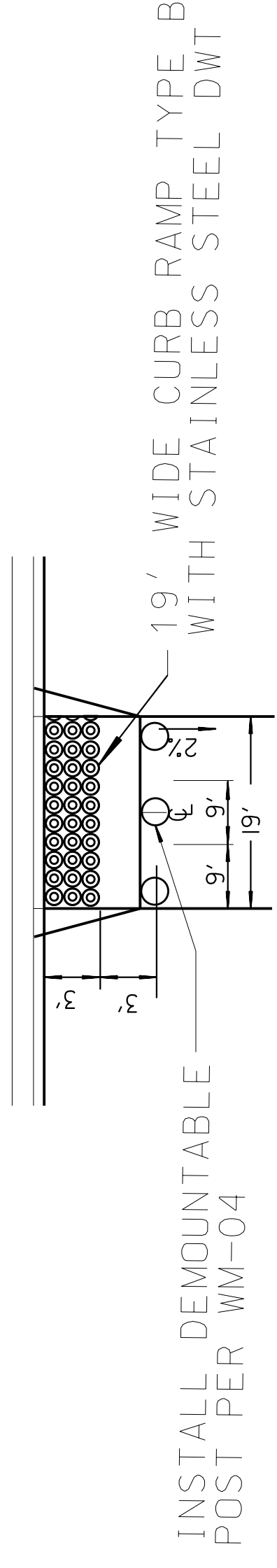


SCALE 1"=20'

DETAILS

PERMIT NUMBER II-12-NMC-0336
 CO. SD. RTE. 163 PM 4.09
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC
 AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE _____ DATE _____



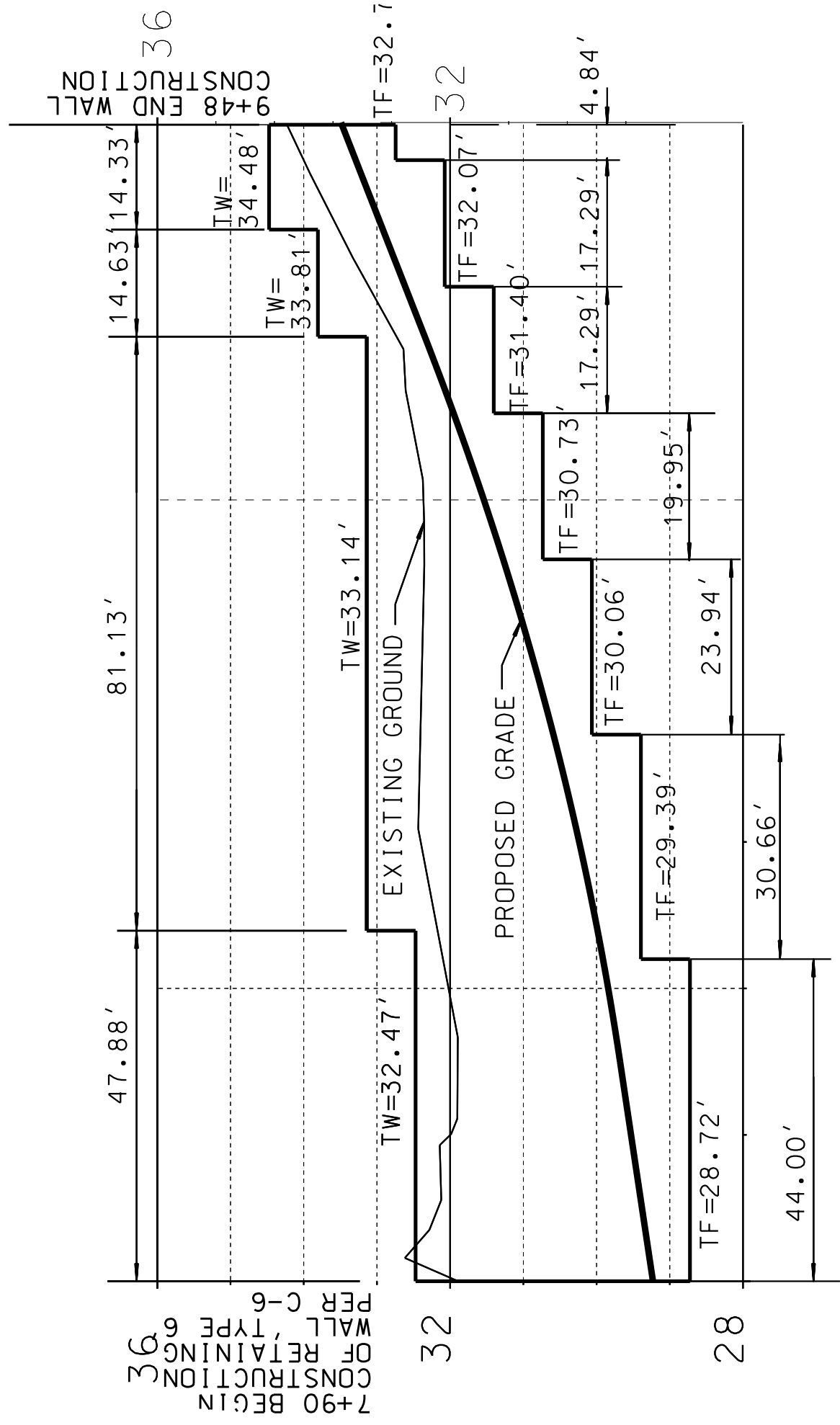
INSTALL DEMOUNTABLE POST PER WM-04
 19' WIDE CURB RAMP TYPE B WITH STAINLESS STEEL DWI

NOTE:
 REFER TO SDG-130 FOR DETAILS.

CURB RAMP DETAIL

SCALE: NONE

STA. 0+65.28 TO STA. 0+84.28

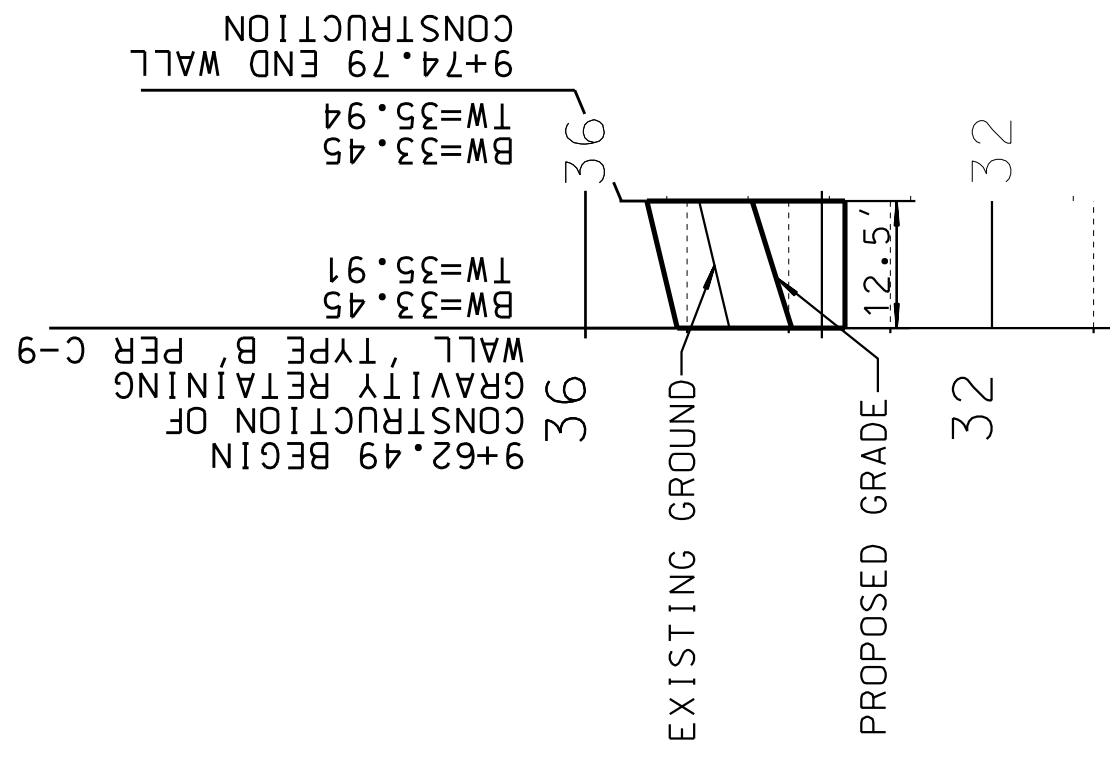


MASONRY RETAINING WALL PER SDRSD SDC-105

REFER TO DEVELOPMENT SERVICES DEPARTMENT
 INFORMATION BULLETIN NO.222

SCALE: HORIZ. 1"=20'
 VERT. 1"=10'

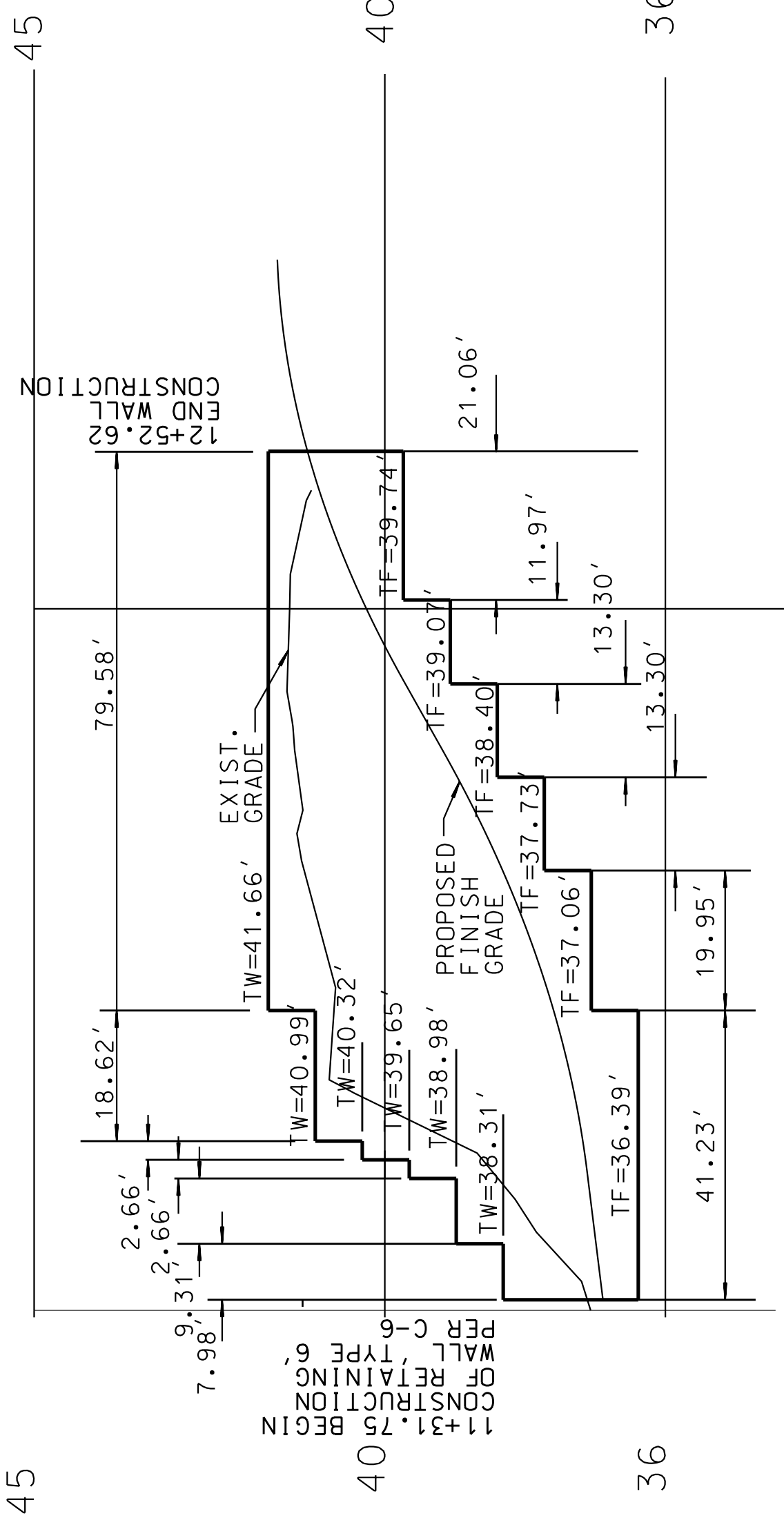
STA. 7+90.00 TO STA. 9+48.00



GRAVITY RETAINING WALL "TYPE B" PER SDRSD C-9

SCALE: HORIZ. 1"=20'
 VERT. 1"=10'

STA. 9+62.49 TO STA. 9+74.79



MASONRY RETAINING WALL PER SDRSD SDC-105

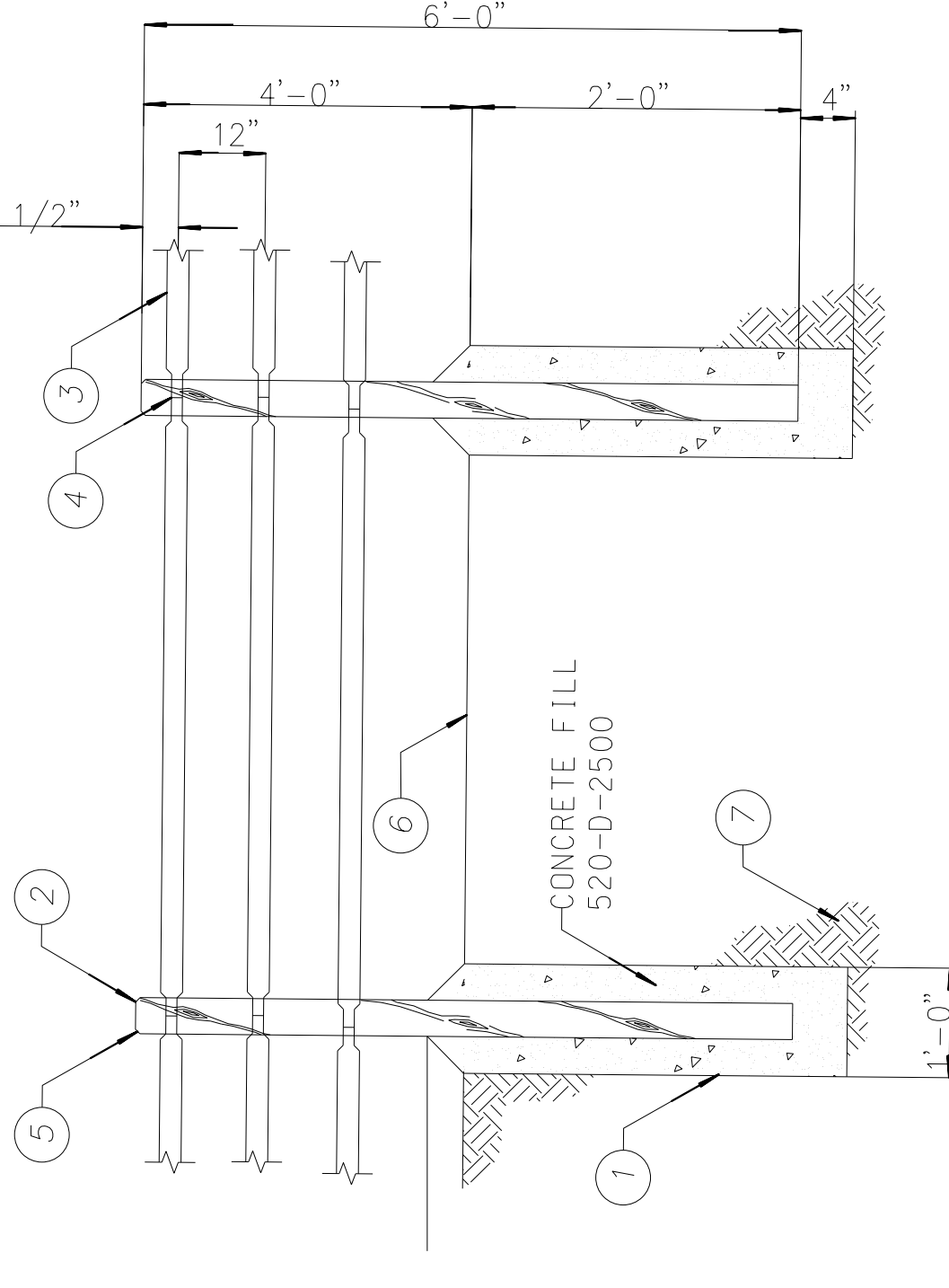
REFER TO DEVELOPMENT SERVICES DEPARTMENT
 INFORMATION BULLETIN NO.222

SCALE: HORIZ. 1"=20'
 VERT. 1"=10'

STA. 11+31.75 TO STA. 12+52.62

RETAINING WALL NOTES:

BLOCK SHALL BE 8 INCH X 8 INCH X 16 INCH SPLIT FACE, LA PAZ COLOR.
 SACRIFICIAL OR EQUAL ANTI-GRAFFITI COATING SHALL BE APPLIED PER MANUFACTURERS GUIDE LINES.



PEELER LOG FENCE

N.T.S.

- ① CONCRETE FOOTING
- ② 6" * LODGE POLE PINE POST AT 8'-0" O.C.
- ③ 4" PEELER CORE RAILINGS. DRILL HOLES THROUGH POSTS COMPLETELY
- ④ BUTT JOINTS
- ⑤ 1" 45³³/₆₄ CHAMFER TYP.
- ⑥ FINISH GRADE
- ⑦ 90% MIN. COMPACTED SUBGRADE

NOTES:
 PEELER LOG FENCE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAILS AND THE LOCATIONS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THE FENCE SHALL BE OF UNIFORM HEIGHT ABOVE THE FINISHED GRADE, WITH VERTICAL POSTS EVENLY SPACED. USE PRESSURE TREATED WOOD W/ WATERPROOF COATING FOR POSTS/RAILS.

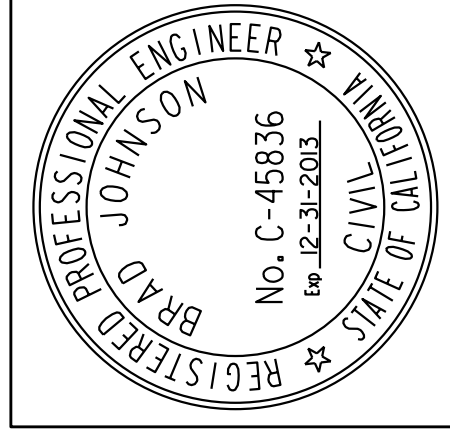
C-6

PLANS FOR THE CONSTRUCTION OF
 SAN DIEGO RIVER MULTI-USE PATHWAY
 WALL, PEELER LOG FENCE, ACCESS RAMP

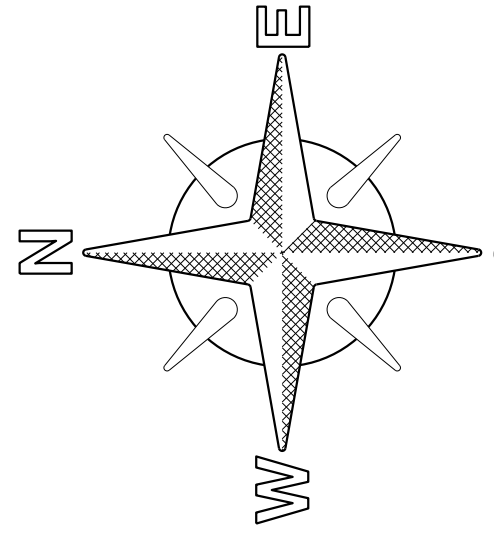
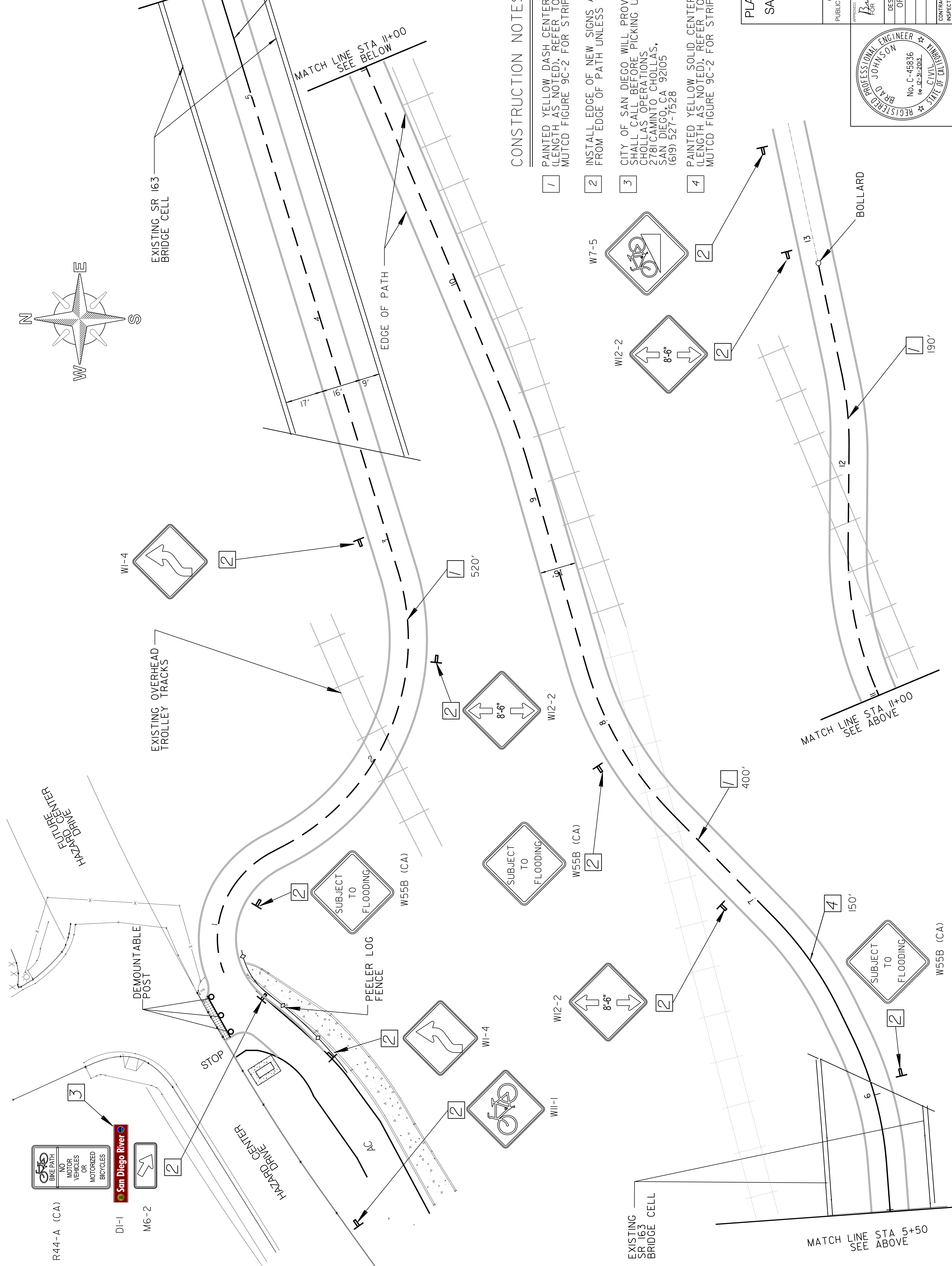
CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS
 SHEET 11 OF 19

WBS. NO. **500958**

APPROVED BY: <i>Brad Johnson</i> FOR CITY ENGINEER	DATE: 5/21/13
PROJECT MANAGER: MARK GIANDONI	
PROJECT ENGINEER: MARIA CUNNINGHAM	
DESCRIPTION: ORIGINAL	BY: ECJ/MOC
	DATE: _____
	FILED: _____
	DATE: 218-1719
	COORDINATOR: _____
	COORDINATOR: 6280407-1858444
CONTRACTOR: _____	DATE STARTED: _____
INSPECTOR: _____	DATE COMPLETED: 34004-11-D



PERMIT NUMBER II-12-NMC-0336
 CO SD RTE 163 PM 4.09
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC
 AND ABOVE GROUND FEATURES
 STATE REPRESENTATIVE _____ DATE _____

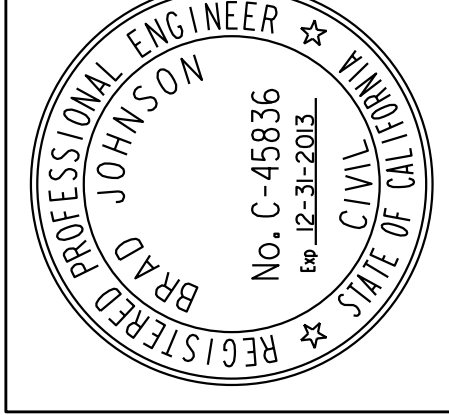


CONSTRUCTION NOTES:

- 1 PAINTED YELLOW DASH CENTERLINE STRIPE (LENGTH AS NOTED). REFER TO APPENDIX "A" CALIFORNIA MUTCD FIGURE 9C-2 FOR STRIPING DETAIL (A).
- 2 INSTALL EDGE OF NEW SIGNS A MINIMUM OF 3' FROM EDGE OF PATH UNLESS OTHERWISE NOTED.
- 3 CITY OF SAN DIEGO WILL PROVIDE THE SIGN; CONTRACTOR SHALL CALL BEFORE PICKING UP THE SIGN FROM CHOLLAS OPERATIONS 2781 CAMINITO CHOLLAS, SAN DIEGO, CA 92105 (619) 527-7528
- 4 PAINTED YELLOW SOLID CENTERLINE STRIPE (LENGTH AS NOTED). REFER TO APPENDIX "A" CALIFORNIA MUTCD FIGURE 9C-2 FOR STRIPING DETAIL (B)

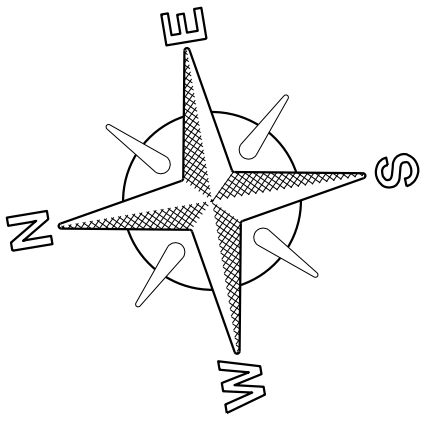
PLANS FOR THE CONSTRUCTION OF
 SAN DIEGO RIVER MULTIUSE PATHWAY
 SIGNING & STRIPING

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS SHEET 12 OF 19	WBS. NO. <u>500958</u> W.O. <u>581910</u>
APPROVED BY: <i>Brad Johnson</i> FOR CITY ENGINEER	DATE: <u>5/21/13</u>
PROJECT MANAGER: <u>MARK GIANDONI</u>	PROJECT ENGINEER: <u>MARIA CUNNINGHAM</u>
DESCRIPTION: <u>ORIGINAL</u>	BY: <u>ECJ/MOC</u>
DATE: _____	FILED: _____
COORDINATOR: <u>218-1719</u>	PROJECT NO.: <u>6280407-1858444</u>
CONTRACTOR: _____	DATE STARTED: _____
INSPECTOR: _____	DATE COMPLETED: <u>34004-12-D</u>



T-1

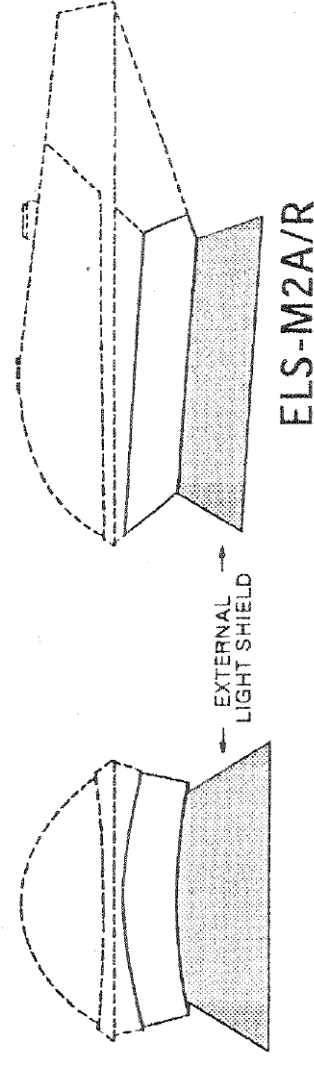
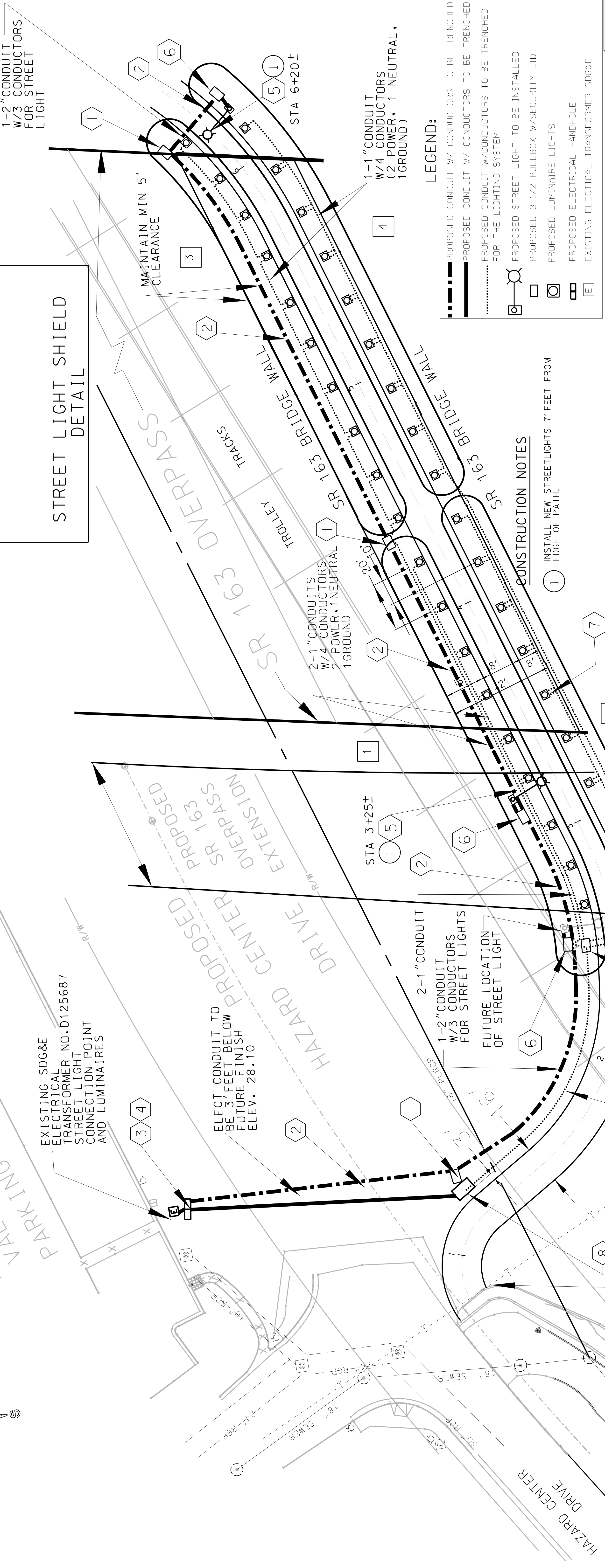
LIGHTING AND ELECTRICAL



FASHION VALLEY PARKING LOT

EXISTING SDG&E ELECTRICAL TRANSFORMER NO. D125687
STREET LIGHT CONNECTION POINT AND LUMINAIRES

ELECT CONDUIT TO BE 3' FEET BELOW FUTURE FINISH ELEV. 28.10



STREET LIGHT SHIELD DETAIL

PERMIT NUMBER II-12-NMC-0336
 CO SD RTE 163 PM 4:09
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES
 STATE REPRESENTATIVE _____ DATE _____

- LEGEND:**
- PROPOSED CONDUIT W/ CONDUCTORS TO BE TRENCHED
 - PROPOSED CONDUIT W/ CONDUCTORS TO BE TRENCHED FOR THE LIGHTING SYSTEM
 - ⊗ PROPOSED STREET LIGHT TO BE INSTALLED
 - PROPOSED 3 1/2 PULLBOX W/SECURITY LID
 - ⊙ PROPOSED LUMINAIRE LIGHTS
 - ⊞ PROPOSED ELECTRICAL HANDHOLE
 - ⊠ EXISTING ELECTRICAL TRANSFORMER SDG&E

CONSTRUCTION NOTES

- 1 INSTALL NEW STREETLIGHTS 7' FEET FROM EDGE OF PATH.

ELECTRICAL COMPONENTS

- 1 FURNISH & INSTALL ONE #3-1/2 JUNCTION BOX W/SECURITY PULL BOX LID
- 2 TRENCH, FURNISH & INSTALL 2-INCH SCHEDULE 40 CONDUIT THREE-CONDUCTORS (1-POWER, 1-NEUTRAL, 1-GROUND) AS SHOWN ON PLAN
- 3 FURNISH & INSTALL THREE 30-AMP FUSE CARTRIDGE.
- 4 TRENCH, FURNISH & INSTALL APPROVED CONDUIT, CONDUCTORS, HANDHOLE (3312) AND ELECTRICAL SERVICE COMPONENTS AS DIRECTED BY AND TO THE SATISFACTION OF SDG&E INSPECTION STANDARDS.
- 5 FURNISH & INSTALL DIRECT BURIAL CONCRETE POLE WITH MAST ARM PER SDG&E SDE-101. FURNISH & INSTALL 85W INDUCTION LUMINAIRE FIXTURE PER PLAN ALSO, INSTALL A SHIELD. SEE DETAIL "A"
- 6 FURNISH & INSTALL ONE NO. 3-1/2 PULLBOX W/SECURITY LID. FURNISH & INSTALL 10-AMP FUSE CARTRIDGE AT EACH STREET LIGHT AND FUTURE STREET LIGHT.
- 7 FURNISH & INSTALL LUMINAIRE LIGHTS (TOTAL 38 LIGHTS)
- 8 FURNISH & INSTALL TYPE III-B ELECTRICAL SERVICE EQUIPMENT PER STATE STANDARD PLAN ES-2-E. PROVIDE 4-50A-1P/240V CIRCUIT BREAKERS FOR LUMINAIRE LIGHTS, W/PHOTO ELECTRIC UNITS.

CAUTION:

ELECTRICAL FIBER OPTIC

CAUTION:

CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH OF EXIST. GAS & UTILITY LINES PRIOR TO CONSTRUCTION.

LUMINAIRE LIGHTING

CIRCUIT #	# OF LIGHTS	CONTROL	UNIT
1	9	PHOTO ELECTRIC	UNIT
2	10	PHOTO ELECTRIC	UNIT
3	10	PHOTO ELECTRIC	UNIT
4	9	PHOTO ELECTRIC	UNIT

PLANS FOR THE CONSTRUCTION OF
SAN DIEGO RIVER MULTI-USE PATHWAY
LIGHTING AND ELECTRICAL

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS
 SHEET 13 OF 19

APPROVED: *Brad Johnson*
 FOR CITY ENGINEER

DATE: 5/21/13

REPORTED BY: **MARK GIANDONI**
 PROJECT MANAGER

DESIGNED BY: **MARIA CUNNINGHAM**
 PROJECT ENGINEER

DESCRIPTION: ORIGINAL

DATE: _____

FILED: _____

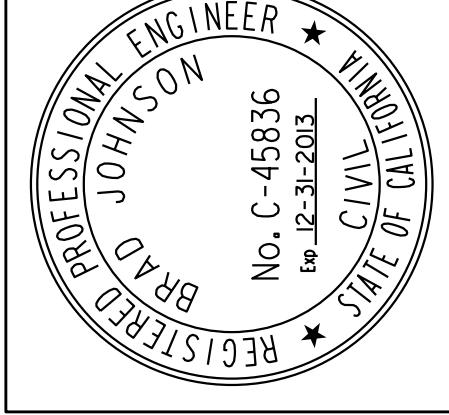
DATE: _____

WBS. NO. **S00958**

W.O. **581910**

DATE STARTED: _____

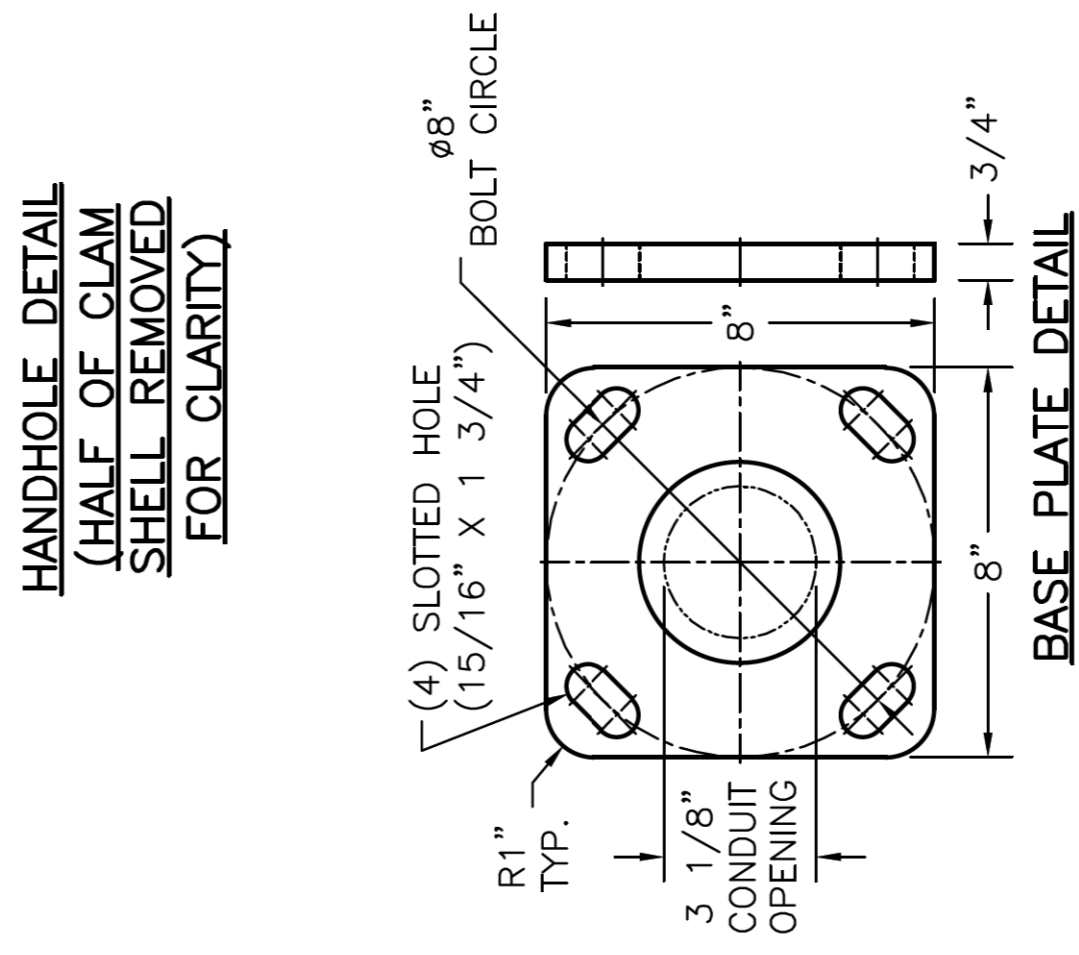
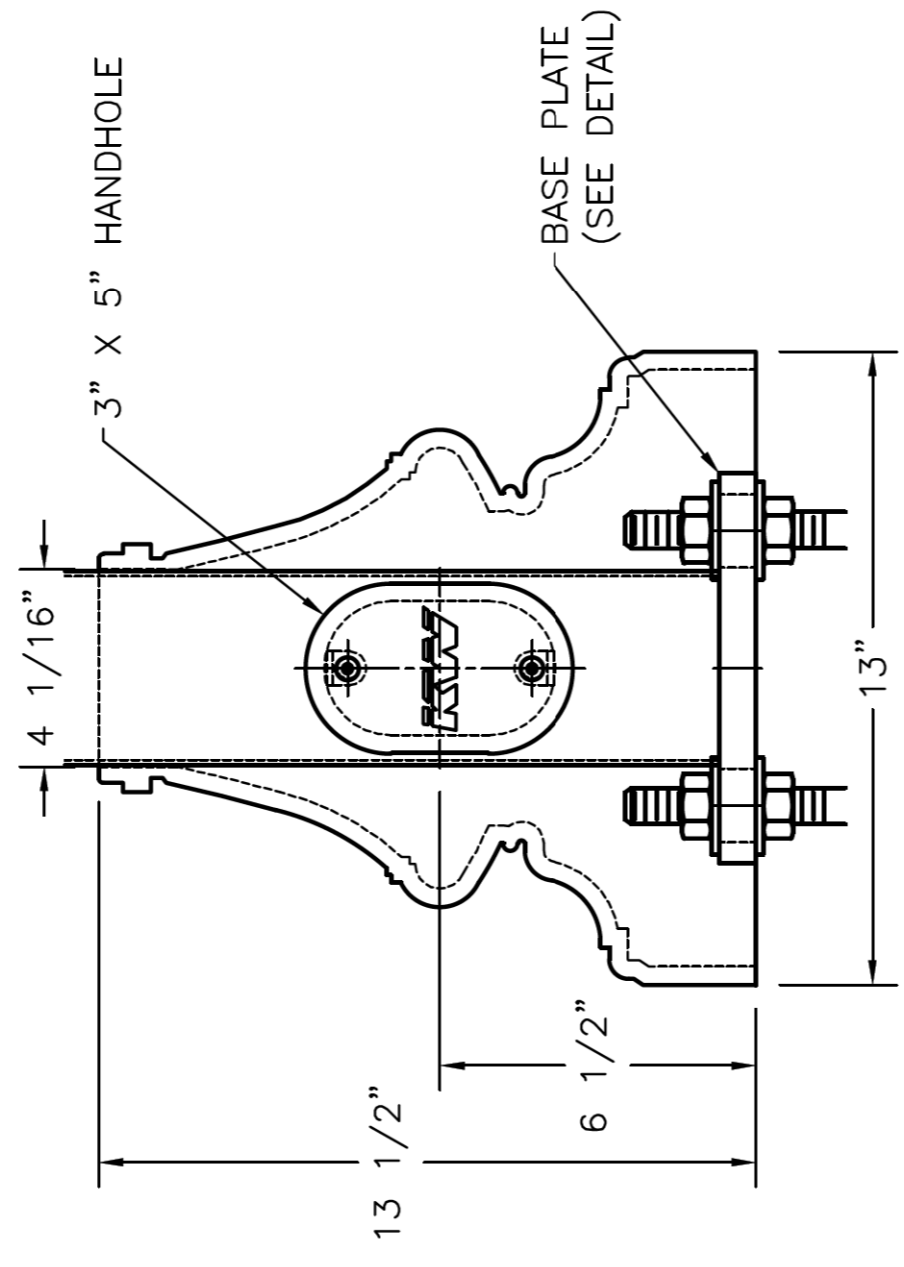
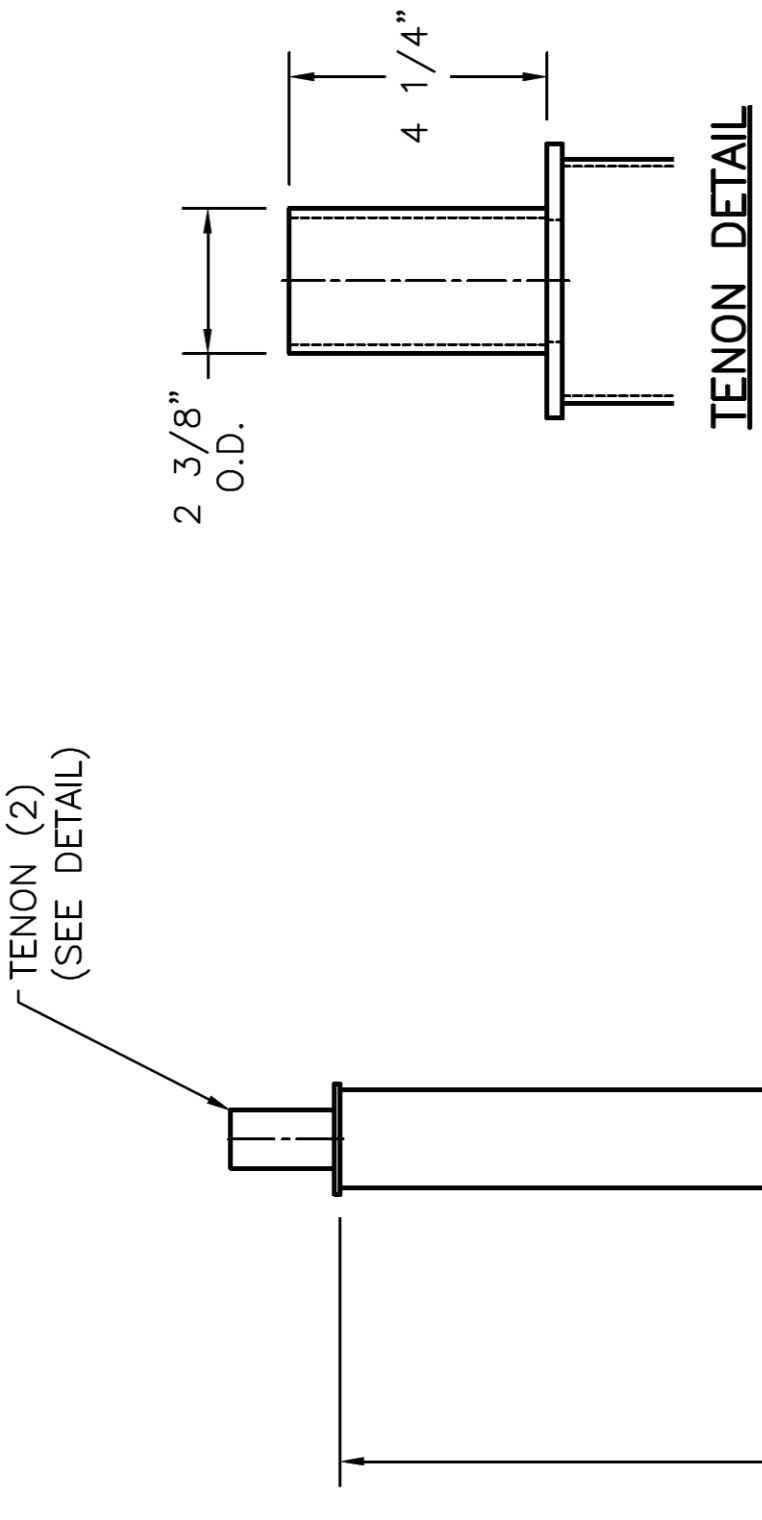
DATE COMPLETED: **34004-13-D**



LIGHTING AND ELECTRICAL

LIGHTING & ELECTRICAL DETAILS AND NOTES

PERMIT NUMBER II-12-NMC-0336
 CO SD RTE 163 PM 4:09
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC
 AND ABOVE GROUND FEATURES
 STATE REPRESENTATIVE _____ DATE _____



1" SCHEDULE 40 CONDUIT FOUR # 10 CONDUCTORS (2-POWER, 1-NEUTRAL, 1-GROUND)

NOTE: LIGHT STANDARD GROUNDING SHALL BE PER STD E-2 FOR NON-METALLIC CONDUIT.

LUMINAIRE LIGHTS

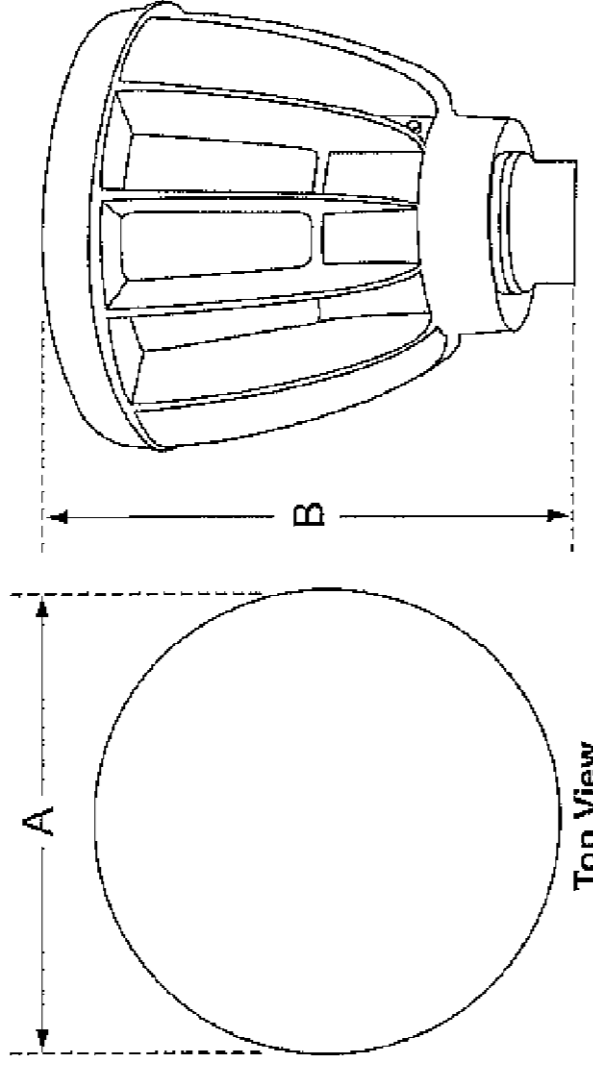
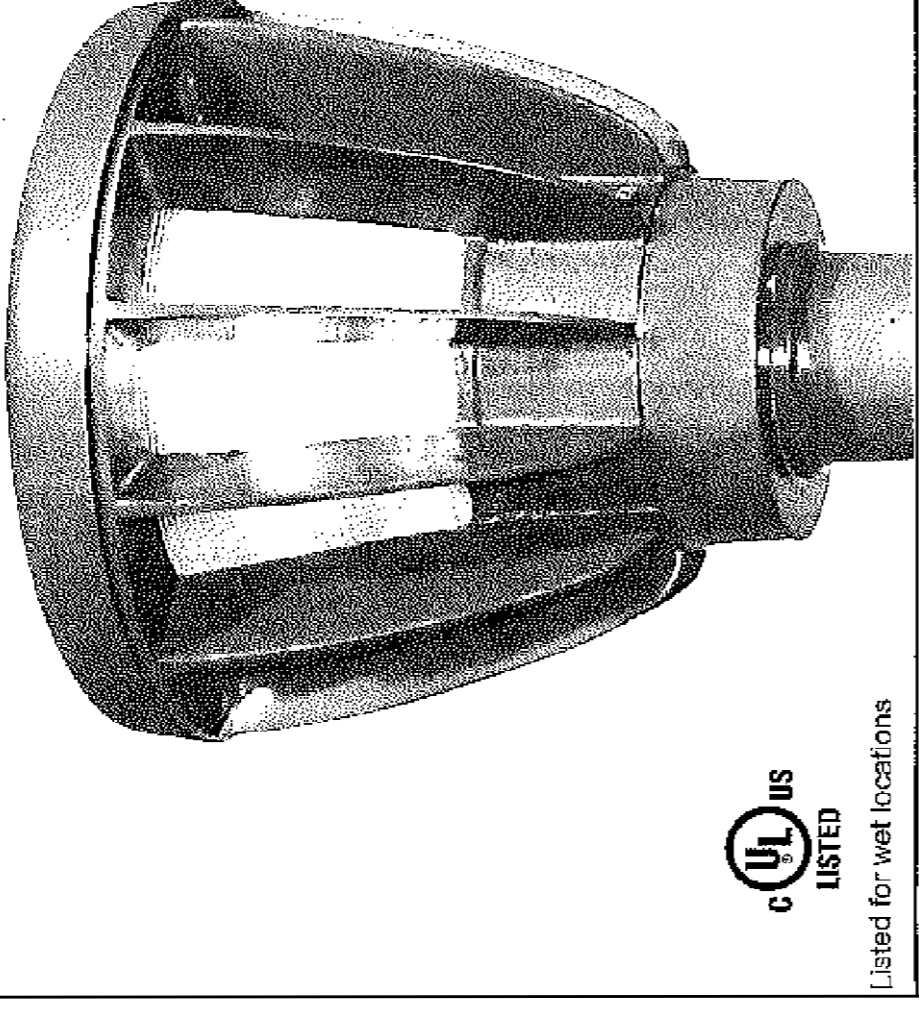
MATERIAL SPECIFICATIONS:
 POLE SHAFT: COMM. GRADE STEEL, 50 K.S.I. MIN YIELD.
 HANDHOLE: ASTM A36, 36 K.S.I. MIN YIELD.
 BASE PLATE: ASTM A36, 36 K.S.I. MIN YIELD.
 ANCHOR BOLT: ASTM F1554, 55 K.S.I. MIN YIELD.

ENTIRE STANDARD TO HAVE A THERMOSET POLYESTER POWDER COATING IN ACCORDANCE WITH KW INDUSTRIES COATING STANDARDS. (OR EQUAL)

FINISH COLOR TO BE BRONZE. (BRZ)

Atlas Architectural Lighting

Dimensional Drawings



Fixture	A	B	Max. Watt	EPA
ATL-1	13"	17"	175W	1.0

The Atlas Luminaire is designed for parks, recreation areas, and pedestrian pathway lighting applications.

The lens is a clear, prismatic, polycarbonate refractor, available in Type III and Type V distribution.

The slip-fitter is designed for post-top mounting, to slip directly over the pole or tenon.

Ballast is factory wired and tapped to voltage specifications. All ballasts are CWA or HPF regulating auto transformers, available in Metal Halide, High Pressure Sodium, and Pulse Start.

LUMINAIRE DETAILS

MODEL NO.	OPTICS	WATTAGE	SOURCE	VOL TAGE	MOUNTING	FINISH	OPTIONS
ATL-1	GR5	55W	ØL INDUCTION	240V	POST-TOP	BRONZE	TEMP 4K KELVIN

CONSTRUCTION NOTES

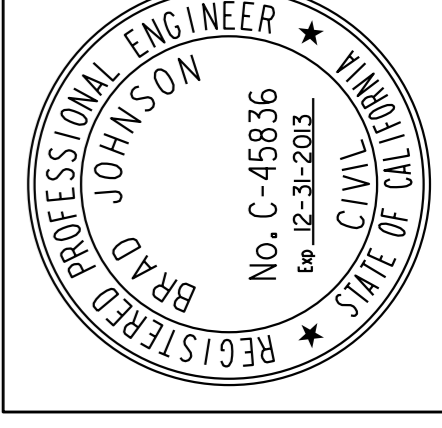
- PULLBOXES & CONDUIT:
 - PULLBOXES ARE NO. 3-1/2 W/SECURITY LID UNLESS OTHERWISE NOTED ON THIS PLAN.
 - ALL CONDUIT DEPTH MUST BE A MINIMUM OF 18-INCHES BELOW THE PAVEMENT SURFACE OR 3-INCHES BELOW THE BOTTOM OF THE PAVEMENT SECTION, WHICHEVER IS GREATER.
 - CONDUIT SHALL BE 2-INCH DIAMETER, UNLESS OTHERWISE NOTED ON THIS PLAN.
 - PULL BOX LIDS SHALL BE WESCO MR STEEL SECURITY LIDS OR EQUAL.
- ALL STREET LIGHT POLE FOUNDATIONS SHALL HAVE A 2-INCH CONDUIT INSTALLED TO AN ADJACENT NO. 3-1/2 PULLBOX.
- LOCATION, POSITIONING AND INSTALLATION OF STREET LIGHT EQUIPMENT, TRAFFIC SIGNS, TRAFFIC STRIPING, PAVEMENT AND CURB MARKINGS:
 - THE CONTRACTOR, WITH THE APPROVAL OF THE CITY RESIDENT ENGINEER, IS RESPONSIBLE FOR LOCATING, MARKING THE LAYOUT, AND INSTALLATION OF ALL LIGHTING EQUIPMENT
 - THE CONTRACTOR, WITH THE APPROVAL OF THE CITY RESIDENT ENGINEER, IS RESPONSIBLE FOR LOCATING, MARKING THE LAYOUT, AND INSTALLATION OF ALL TRAFFIC SIGNS, TRAFFIC STRIPING, PAVEMENT AND CURB MARKINGS
 - THE CONTRACTOR SHALL OBTAIN THE APPROVALS FOR THE ITEMS NOTED IN 4a AND 4b PRIOR TO INSTALLATION.
- CONTRACTOR SHALL PROVIDE AND INSTALL ALL NEW ELECTRICAL COMPONENTS, CONDUIT, CONDUCTORS AND MOUNTING HARDWARE, AS SHOWN OR IMPLIED BY THESE PLANS.
- CONTRACTOR SHALL APPLY ANTI-GRAFFITTE COATING.

* LIGHTING FIXTURES SHALL BE ATLAS ATL-1 OR "APPROVED EQUAL."

PLANS FOR THE CONSTRUCTION OF
 SAN DIEGO RIVER MULTI-USE PATHWAY
 LIGHTING & ELECTRICAL
 DETAILS AND NOTES

E-2

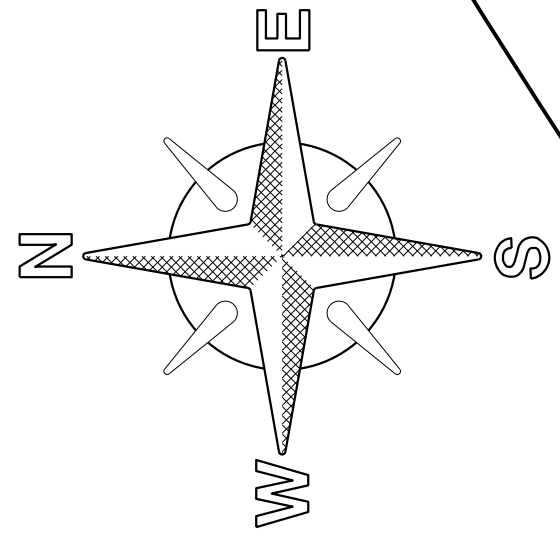
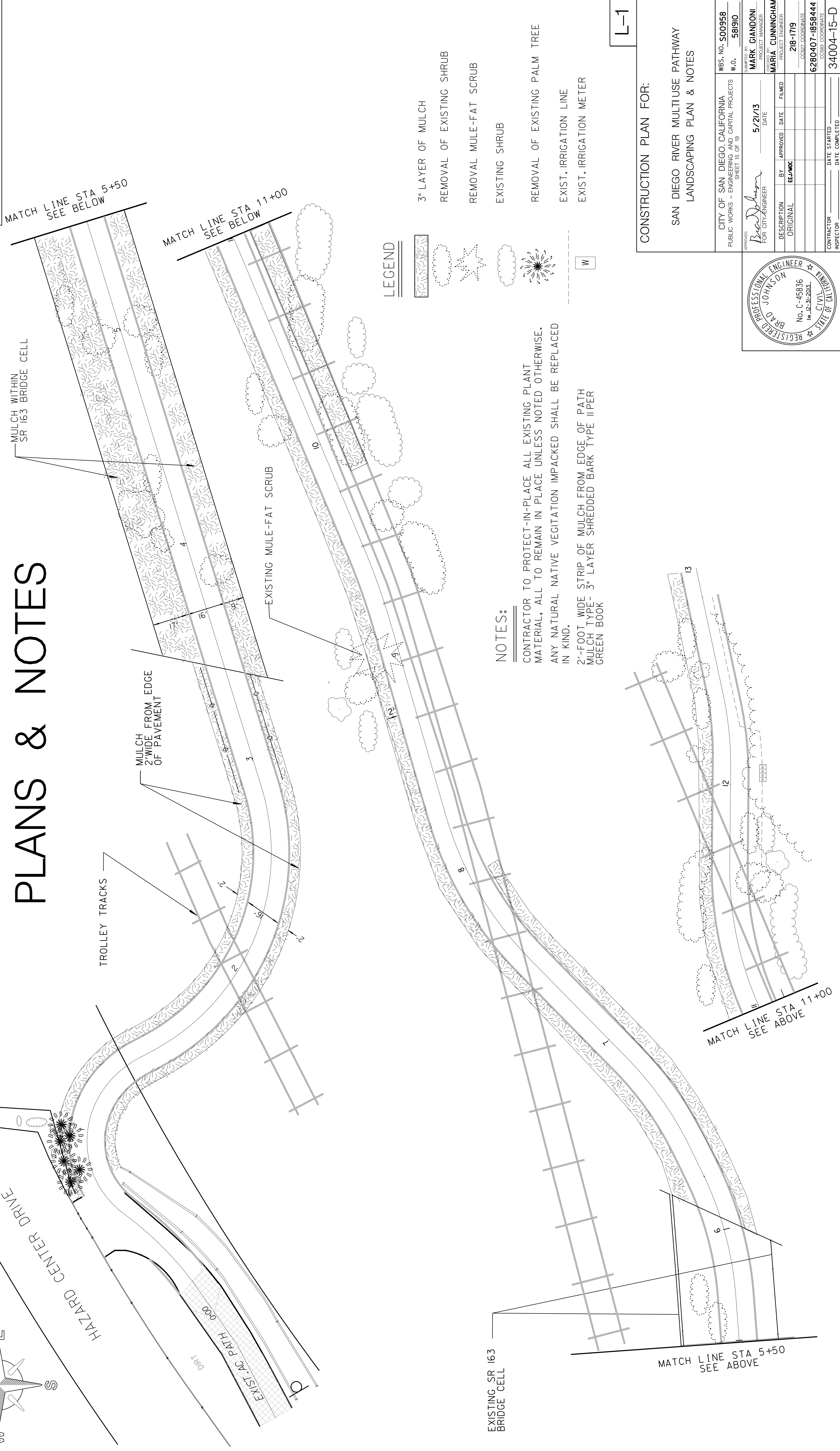
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS SHEET 14 OF 19		WBS. NO. <u>S00958</u> W.O. <u>581910</u>
APPROVED: <i>Brad Johnson</i> FOR CITY ENGINEER	DATE <u>5/21/13</u>	PROJECT MANAGER <u>MARK GIANDONI</u>
DESCRIPTION ORIGINAL	BY EJM/MOC	PROJECT ENGINEER <u>MARIA CUNNINGHAM</u>
	APPROVED DATE	FILED
CONTRACTOR	DATE STARTED	
INSPECTOR	DATE COMPLETED	
		<u>34004-14-D</u>



LANDSCAPING PLANS & NOTES

PERMIT NUMBER IL-2-NMC-0336
 CO SD RTE 163 PM 4.09
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC
 AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE _____ DATE _____



LEGEND

- 3" LAYER OF MULCH
- REMOVAL OF EXISTING SHRUB
- REMOVAL MULE-FAT SCRUB
- EXISTING SHRUB
- REMOVAL OF EXISTING PALM TREE
- EXIST. IRRIGATION LINE
- EXIST. IRRIGATION METER
- W

NOTES:

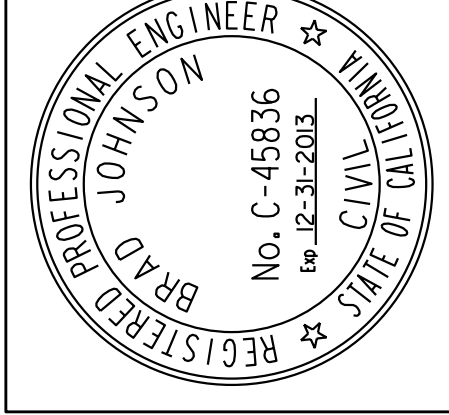
- CONTRACTOR TO PROTECT-IN-PLACE ALL EXISTING PLANT MATERIAL, ALL TO REMAIN IN PLACE UNLESS NOTED OTHERWISE.
- ANY NATURAL NATIVE VEGETATION IMPACTED SHALL BE REPLACED IN KIND.
- 2'-FOOT WIDE STRIP OF MULCH FROM EDGE OF PATH MULCH TYPE- 3" LAYER SHREDDED BARK TYPE II PER GREEN BOOK

L-1

CONSTRUCTION PLAN FOR:

SAN DIEGO RIVER MULTIUSE PATHWAY
LANDSCAPING PLAN & NOTES

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS SHEET 15 OF 19	WBS. NO. 500958 W.O. 581910
APPROVED BY: <i>Brad Johnson</i> FOR CITY-ENGINEER	DATE: 5/21/13
PROJECT MANAGER: MARK GIANDONI	
PROJECT ENGINEER: MARIA CUNNINGHAM	
DESCRIPTION: ORIGINAL	BY: EA/MOC
	APPROVED DATE: _____
	FILED DATE: _____
	CS287 COORDINATE: 218-1719
	CS288 COORDINATE: 6280407-1858444
CONTRACTOR: _____	DATE STARTED: _____
INSPECTOR: _____	DATE COMPLETED: 34004-15-D

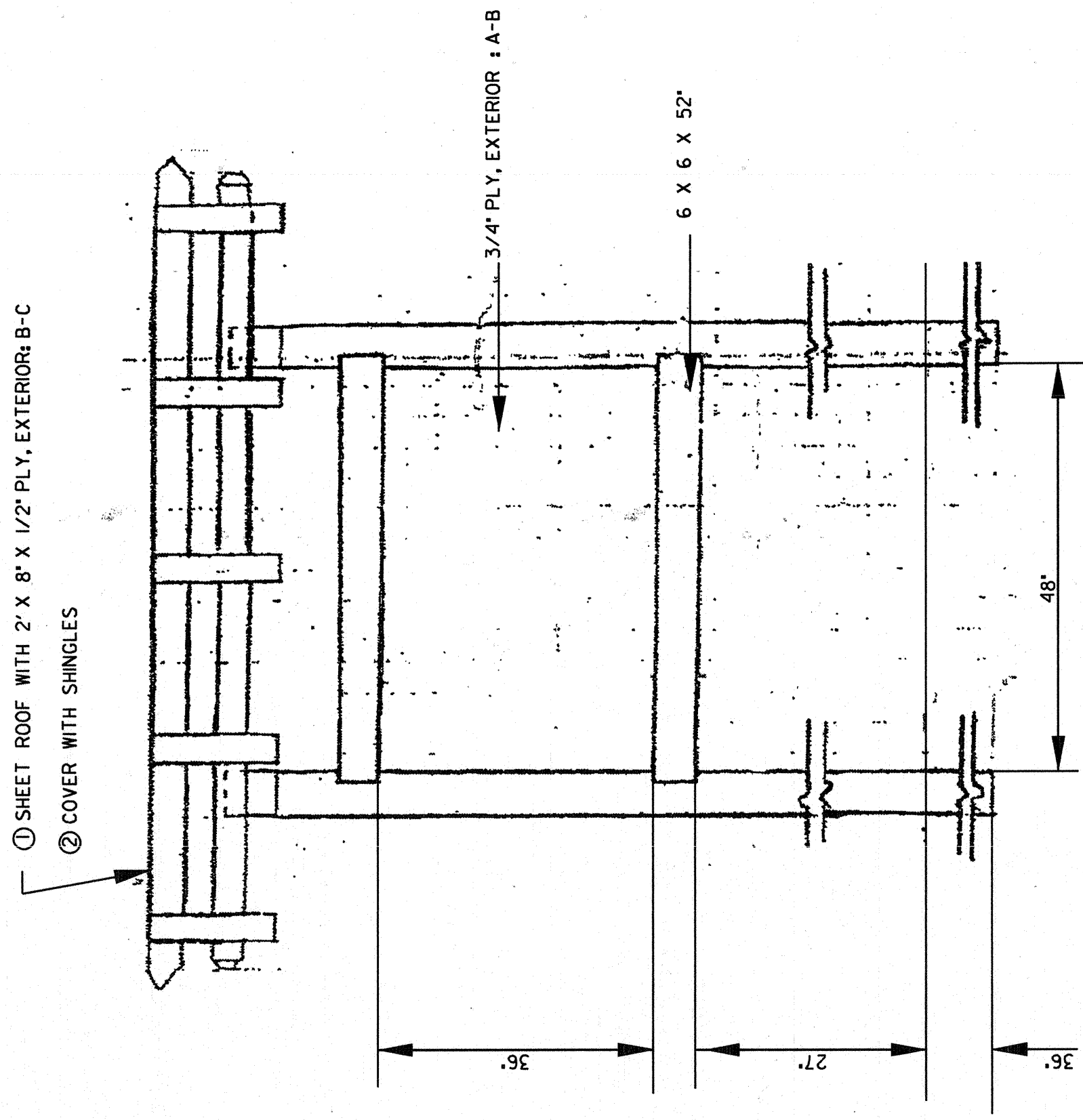


LANDSCAPING PLAN & NOTES

KIOSK CONSTRUCTION DETAILS

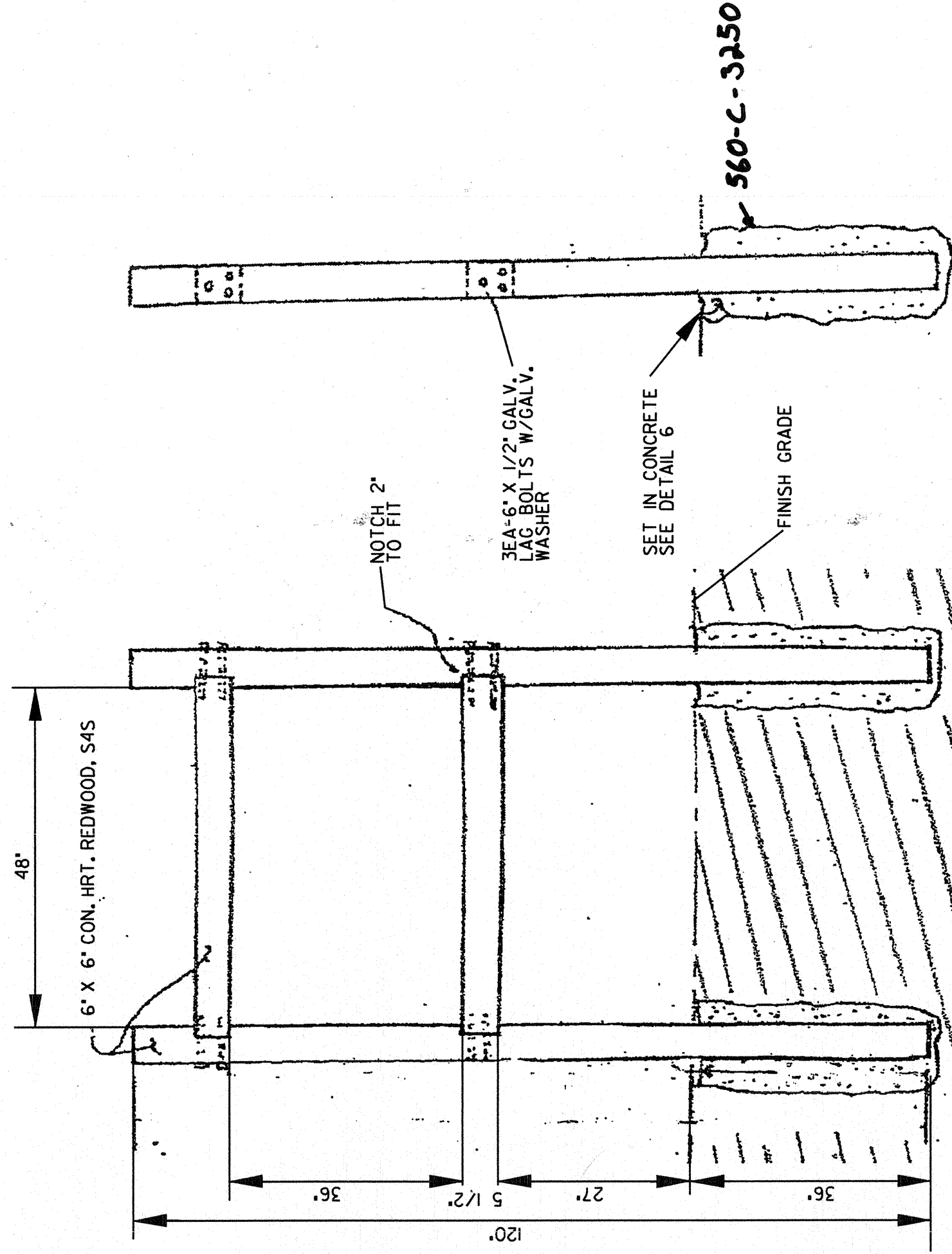
PERMIT NUMBER 11-12-NMC-0336
 CO SD RTE 163 PM 4.09
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC
 AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE _____ DATE _____



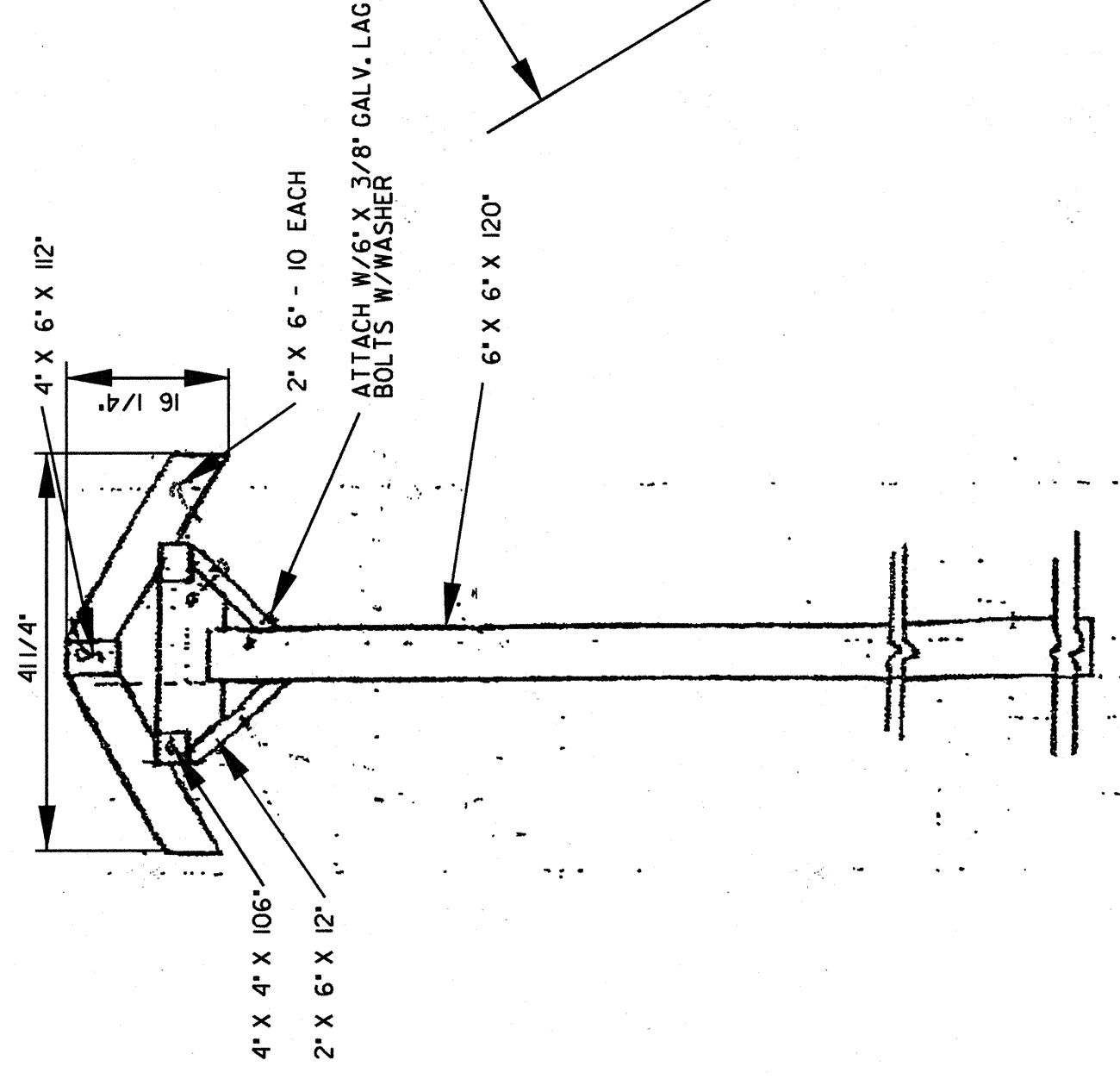
1 TYPICAL KIOSK

N.T.S.



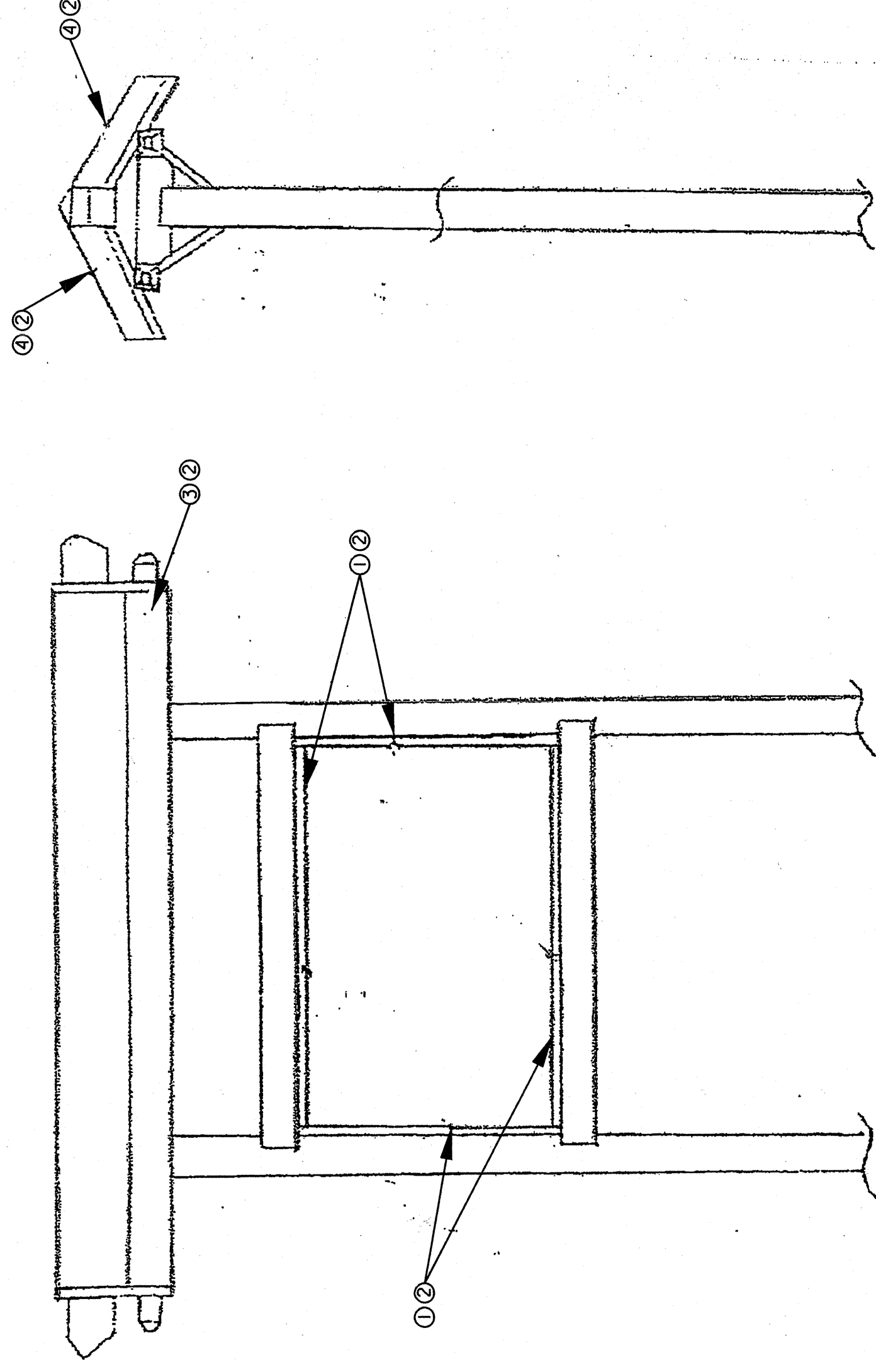
3 KIOSK FASTENING DETAIL

N.T.S.



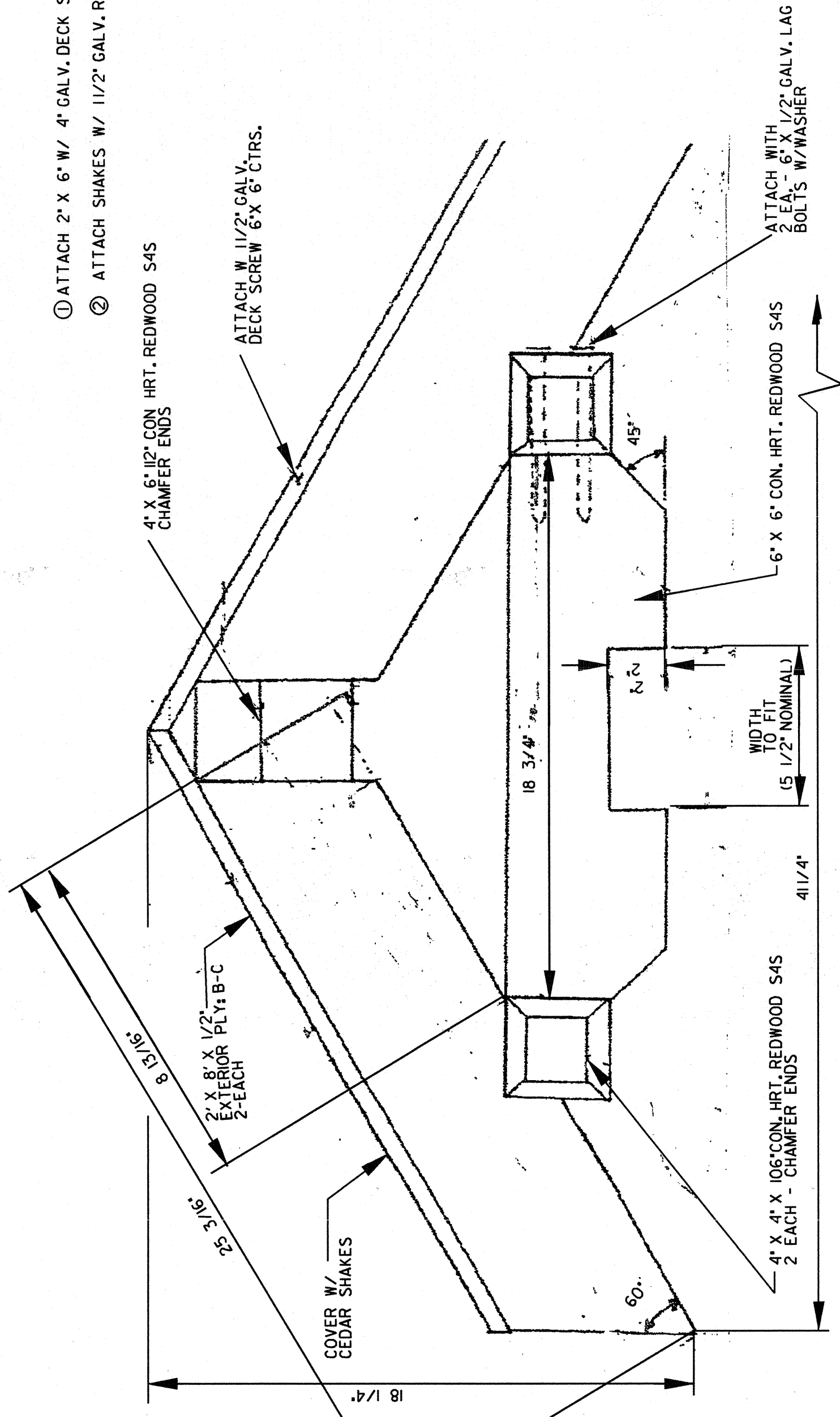
2 KIOSK ROOF DETAIL

N.T.S.



4 KIOSK TRIM DETAIL

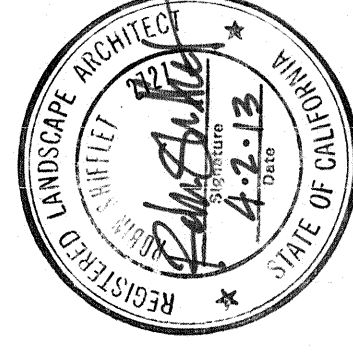
N.T.S.



- 1 ATTACH 2' X 6' W/ 4" GALV. DECK SCREWS
- 2 ATTACH SHAKES W/ 1/2" GALV. ROOF NAIL

5 KIOSK CONSTRUCTION DETAILS

- 1 1' X 6' CON. HRT. REDWOOD-4 PCS/SIDE, 2 SIDES-TRIM TO FIT
- 2 FASTEN W/ 1/2" GALV. DECK SCREWS
- 3 1' X 6' X 96" CON. HRT REDWOOD 2 SIDES
- 4 1' X 6' X 27" CON. HRT REDWOOD 2 PCS/END, 2 ENDS, TRIM TO FIT

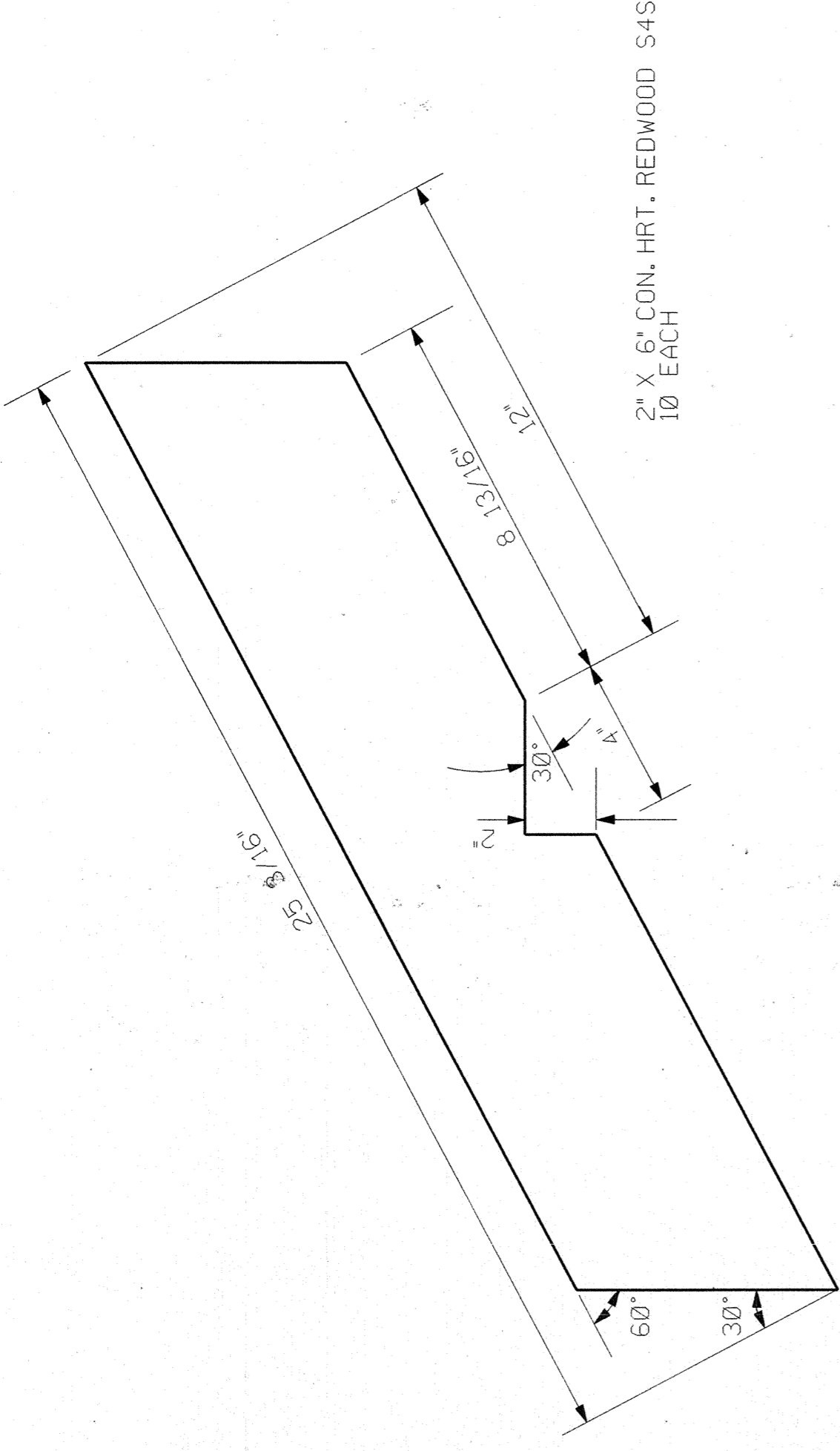


PLANS FOR THE CONSTRUCTION OF		A-1
SAN DIEGO RIVER MULTI - USE PATHWAY KIOSK		
CONSTRUCTION DETAILS		
CITY OF SAN DIEGO, CALIFORNIA	WBS. NO. 500958	
PUBLIC WORKS - ENGINEERING & CAPITAL PROJECTS	PROJECT NO. 581910	
APPROVED BY: <i>Mark Giandoni</i>	DATE: 5/12/13	
FOR CITY ENGINEER	PROJECT MANAGER	
DESCRIPTION: ORIGINAL	BY: EES/AMC	
APPROVED DATE:	FILED:	
CONTRACTOR:	DATE STARTED:	
INSPECTOR:	DATE COMPLETE:	

KIOSK CONSTRUCTION DETAILS

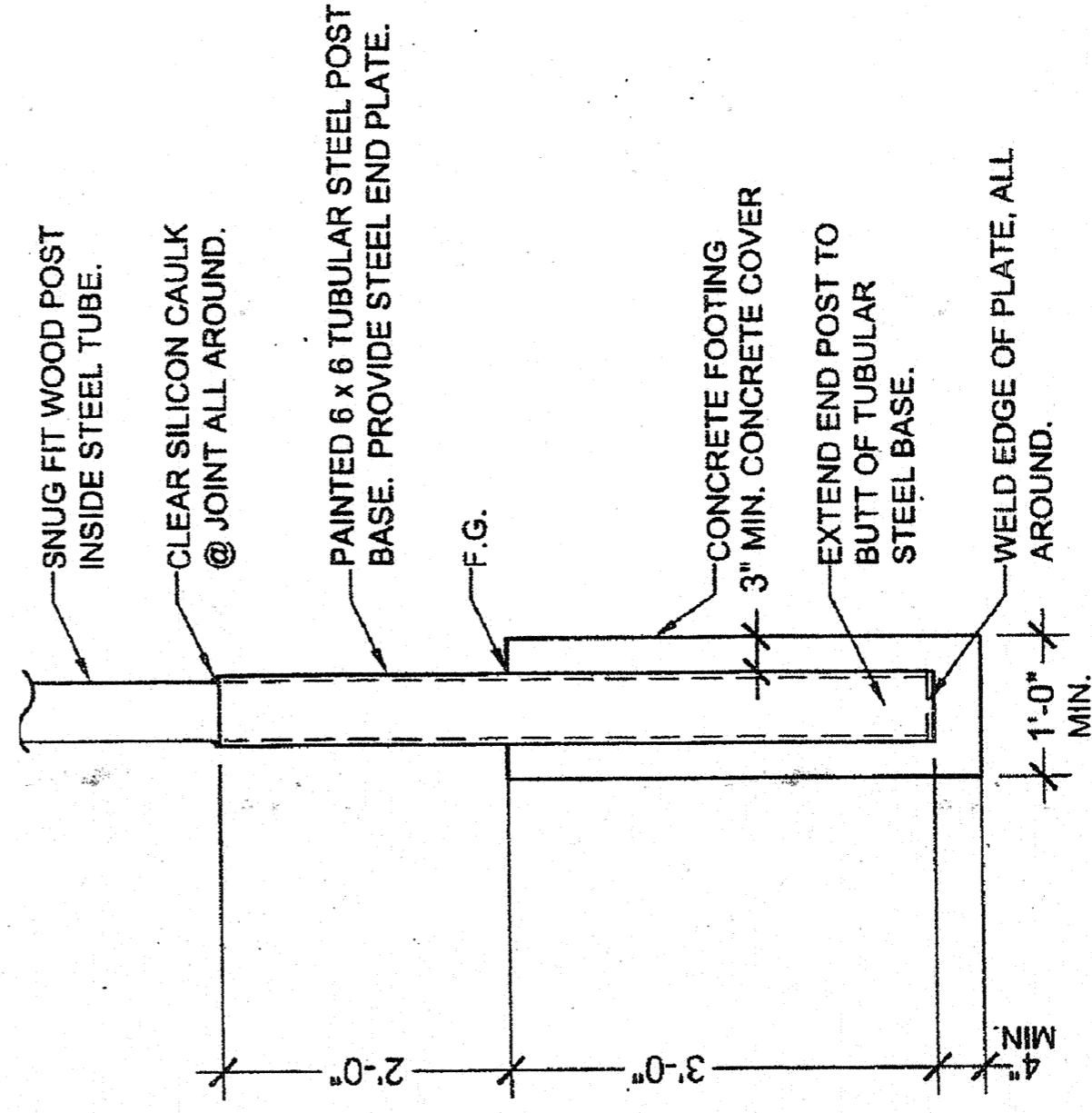
KIOSK CONSTRUCTION DETAILS

PERMIT NUMBER	II-12-NMC-0336
CO SD	RTE 163 PM 4.09
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES	
STATE REPRESENTATIVE	DATE



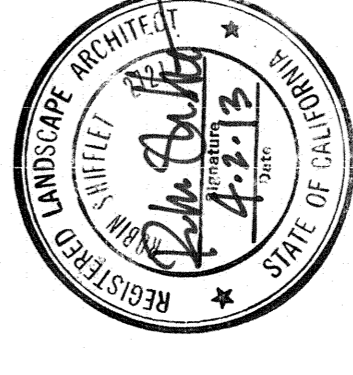
5 KIOSK RATTER DETAIL

N.T.S.



6 TUBULAR STEEL POST BASE

SECTION
NT5



A-2

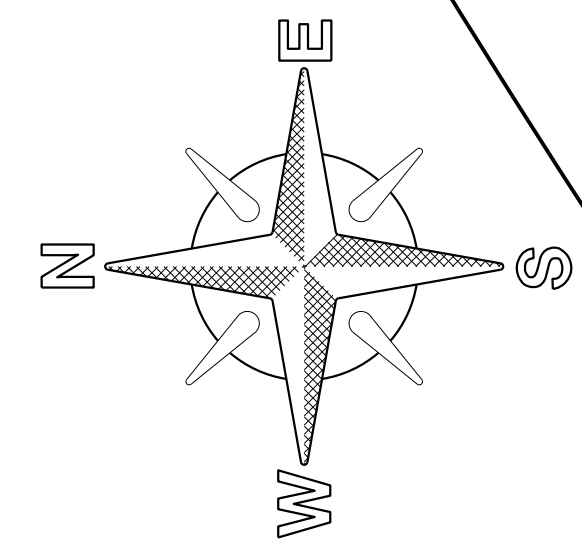
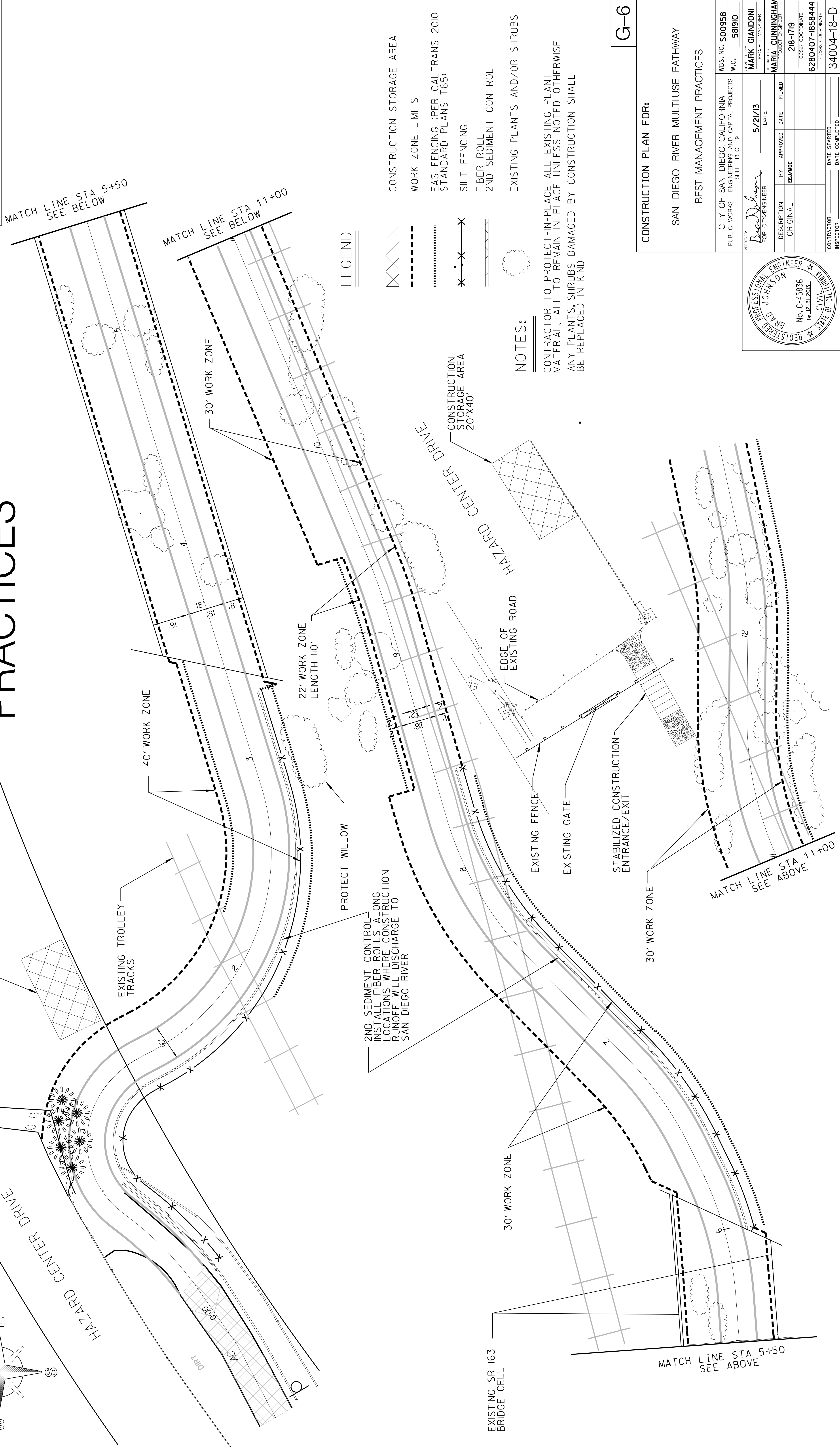
PLANS FOR THE CONSTRUCTION OF
SAN DIEGO RIVER MULTI-USE PATHWAY

KIOSK
CONSTRUCTION DETAILS

CITY OF SAN DIEGO CALIFORNIA	WBS. NO. 500958
PUBLIC WORKS - ENGINEERING & CAPITAL PROJECTS	NO. NO. 581910
DESIGNED BY: <i>Mark Giandoni</i>	DATE: 5/22/13
PROJECT MANAGER: MARK GIANDONI	
APPROVED BY: <i>Mark Giandoni</i>	DATE: 5/22/13
DESCRIPTION: ORIGINAL	FILED: <input type="checkbox"/>
PROJECT ENGINEER: MARK GIANDONI	PROJECT ENGINEER: 218-1719
CS27 COORDINATE: 6280407-1858444	CS28 COORDINATE: 34004-17-D
CONTRACTOR: _____	DATE STARTED: _____
INSPECTOR: _____	DATE COMPLETED: _____

BEST MANAGEMENT PRACTICES

PERMIT NUMBER 11-12-NMC-0336
 CO SD RTE 163 PM 4.09
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES
 STATE REPRESENTATIVE _____ DATE _____



LEGEND

- CONSTRUCTION STORAGE AREA
- WORK ZONE LIMITS
- EAS FENCING (PER CALTRANS 2010 STANDARD PLANS T65)
- SILT FENCING
- FIBER ROLL 2ND SEDIMENT CONTROL
- EXISTING PLANTS AND/OR SHRUBS

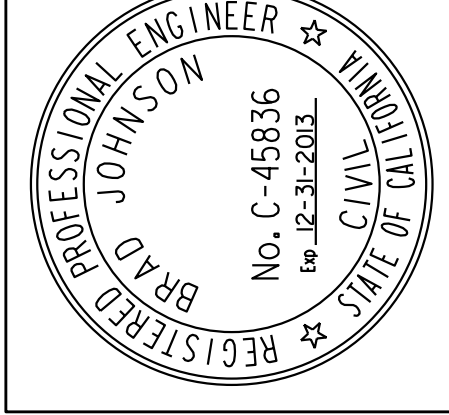
NOTES:

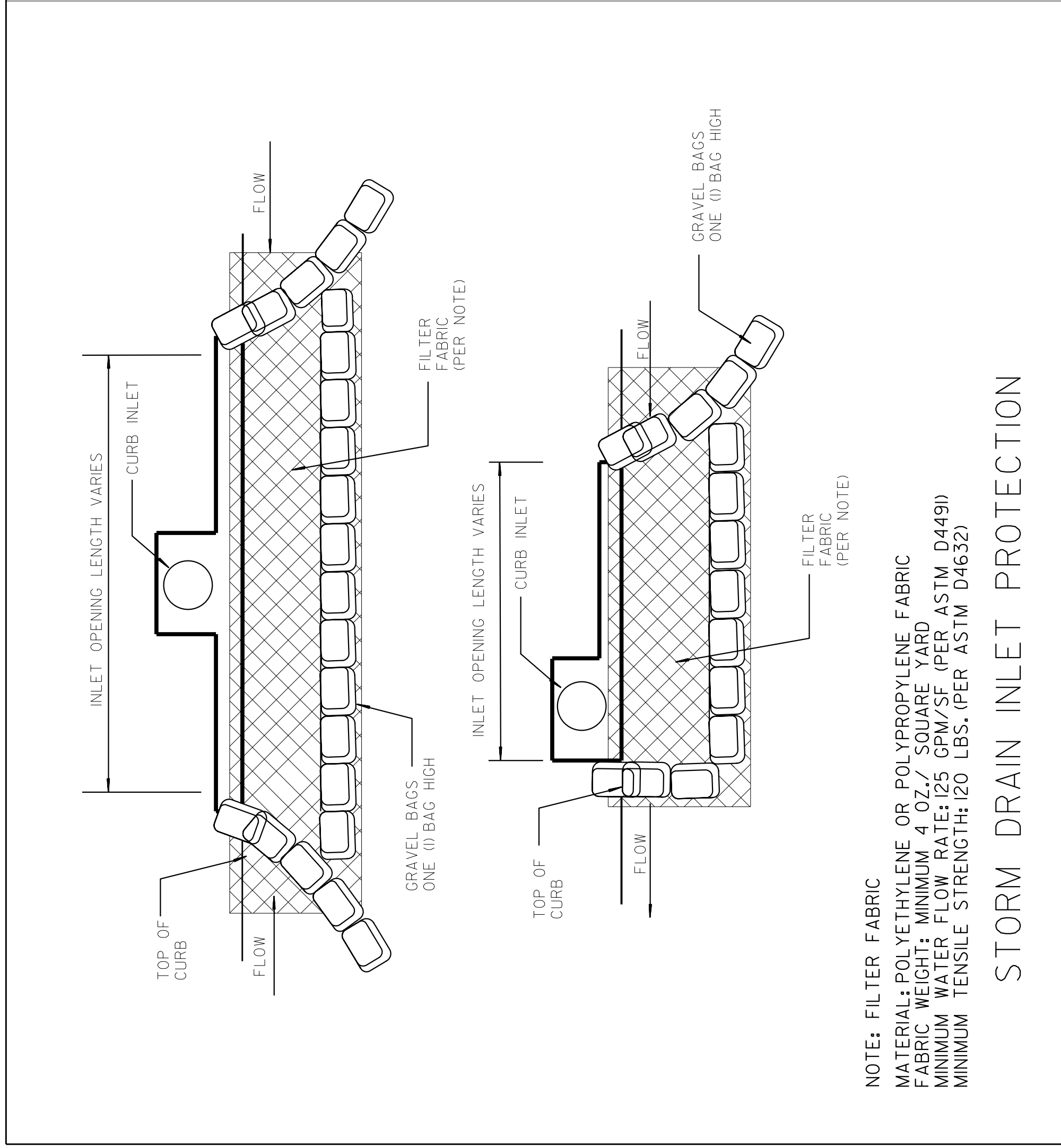
CONTRACTOR TO PROTECT-IN-PLACE ALL EXISTING PLANT MATERIAL, ALL TO REMAIN IN PLACE UNLESS NOTED OTHERWISE. ANY PLANTS, SHRUBS DAMAGED BY CONSTRUCTION SHALL BE REPLACED IN KIND

G-6

CONSTRUCTION PLAN FOR:
 SAN DIEGO RIVER MULTIUSE PATHWAY
 BEST MANAGEMENT PRACTICES

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS SHEET 18 OF 19		WBS. NO. 500958 W.O. 581910
APPROVED BY: <i>Brad Johnson</i> FOR CITY ENGINEER	DATE: 5/21/13	PROJECT MANAGER: MARK GIANDONI
DESCRIPTION: ORIGINAL	BY: APPROVED	PROJECT ENGINEER: MARIA CUNNINGHAM
DATE: _____	DATE: _____	DATE: _____
FILED: _____	FILED: _____	FILED: _____
EC/MOC: _____	EC/MOC: _____	EC/MOC: _____
NO. C-45836 Exp. 12-31-2013	218-1719	6280407-1858444
REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA	CS87 COORDINATE	CS88 COORDINATE
CONTRACTOR: _____	DATE STARTED: _____	DATE COMPLETED: _____
INSPECTOR: _____	DATE STARTED: _____	DATE COMPLETED: 34004-18-D

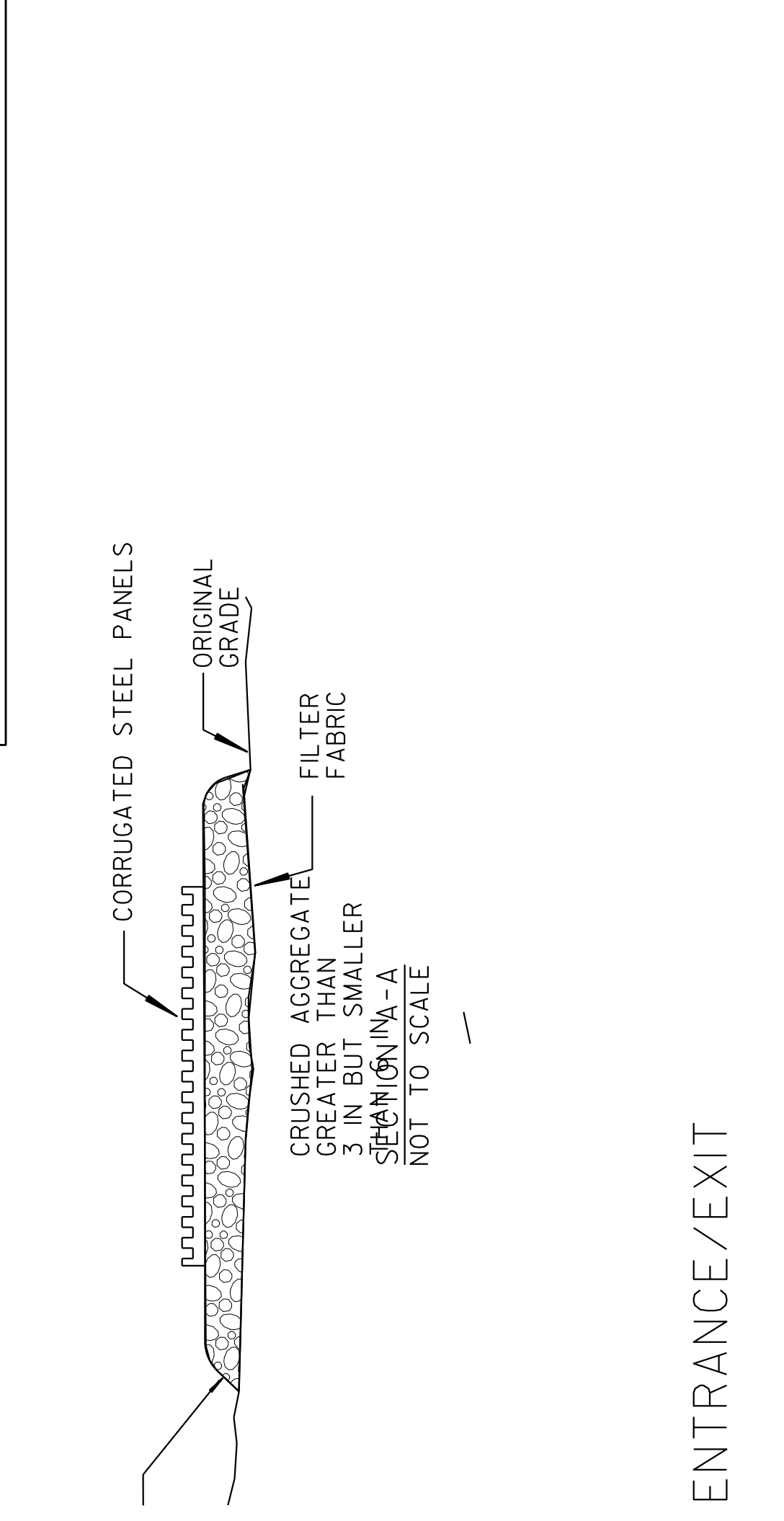




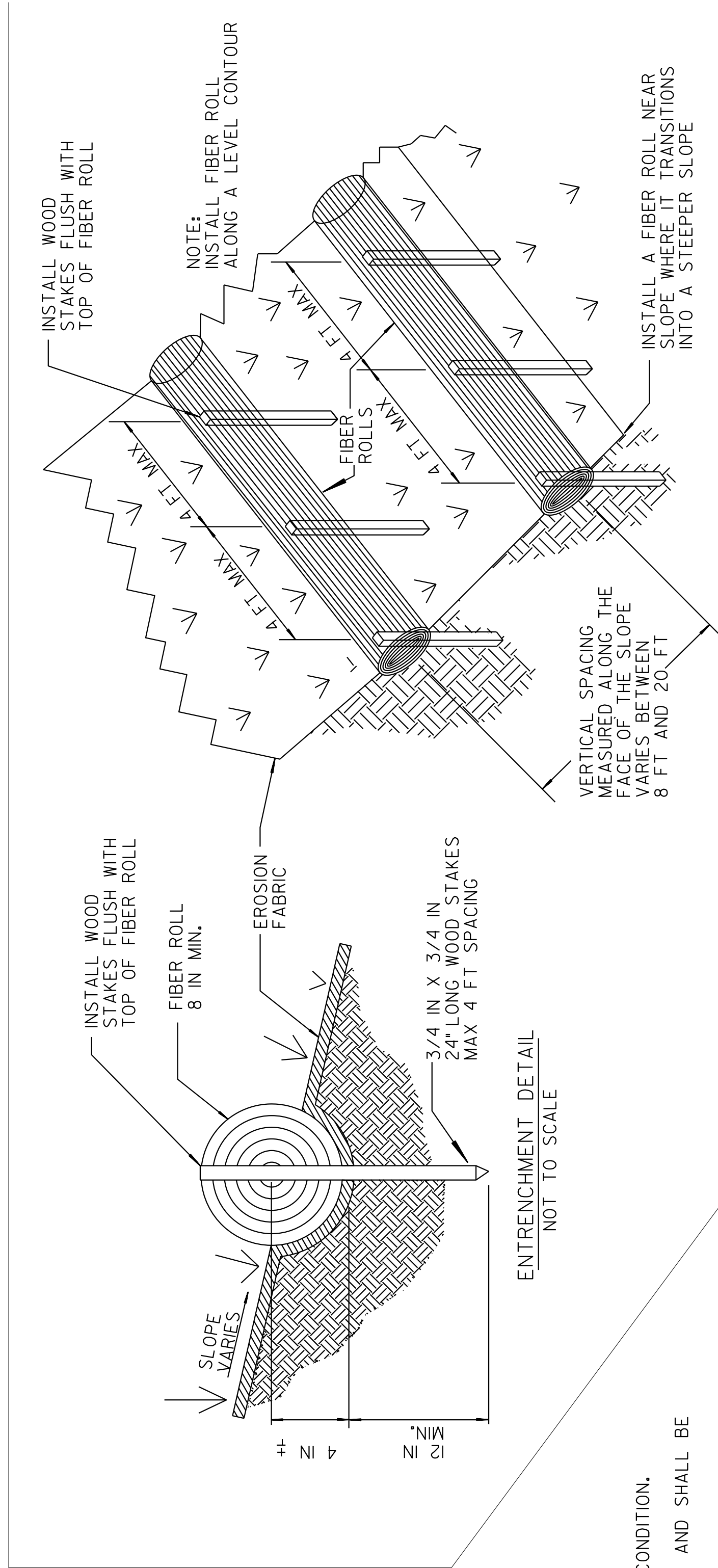
STORM DRAIN INLET PROTECTION

NOTE: FILTER FABRIC MATERIAL: POLYETHYLENE OR POLYPROPYLENE FABRIC
 FABRIC WEIGHT: MINIMUM 4.07 LBS/SQ YARD
 MINIMUM WATER FLOW RATE: 25 GPM/SE (PER ASTM D4491)
 MINIMUM TENSILE STRENGTH: 120 LBS. (PER ASTM D4632)

PERMIT NUMBER II-12-NMC-0336
 CO SD RTE 163 PM 4.09
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES
 STATE REPRESENTATIVE _____ DATE _____



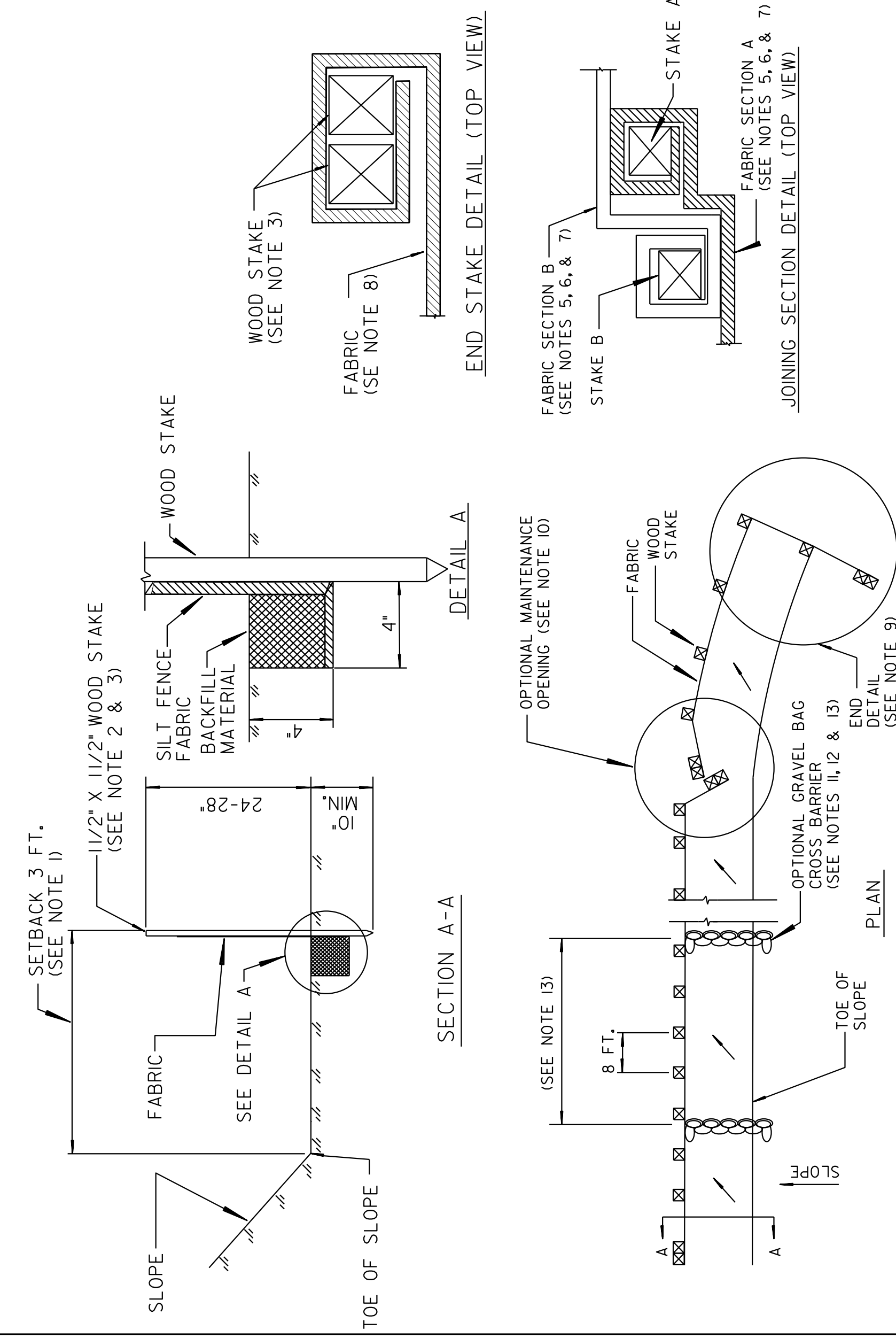
STABILIZED CONSTRUCTION ENTRANCE/EXIT



FIBER ROLL

SILT FENCE NOTES:

1. SETBACK DISTANCE MAY VARY TO FIT FIELD CONDITION.
2. STAKES SHALL BE SPACED AT 8 FT MAXIMUM AND SHALL BE POSITIONED ON DOWNSTREAM SIDE OF FENCE.
3. STAKE DIMENSIONS ARE NOMINAL.
4. MINIMUM 4 STAPLES PER STAKE.
5. AT JOINING SECTION, STAKES TO OVERLAP AND FENCE FABRIC TO FOLD AROUND EACH STAKE ONE FULL TURN. SECURE FABRIC TO STAKE WITH 4 STAPLES.
6. STAKES SHALL BE DRIVEN TIGHTLY TOGETHER TO PREVENT POTENTIAL FLOW-THROUGH OF SEDIMENT AT JOINT. THE TOPS OF THE STAKES SHALL BE SECURED WITH WIRE.
7. JOINING SECTIONS SHALL NOT BE PLACED AT SUMP LOCATIONS.
8. FOR END STAKE, FENCE FABRIC SHALL BE FOLDED AROUND TWO STAKES ONE FULL TURN AND SECURED WITH 4 STAPLES.
9. THE LAST 8 FT OF FENCE SHALL BE TURNED UP SLOPE.
10. MAINTENANCE OPENINGS SHALL BE CONSTRUCTED IN A MANNER TO ENSURE SEDIMENT REMAINS BEHIND SILT FENCE.
11. CROSS BARRIERS SHALL BE A MINIMUM OF 1/3 AND A MAXIMUM OF 1/2 THE HEIGHT OF THE SILT FENCE.
12. GRAVEL BAG ROWS AND LAYERS SHALL BE OFFSET TO ELIMINATE GAPS.
13. CONSTRUCT THE LENGTH OF EACH REACH SO THAT THE CHANGE IN BASE ELEVATION ALONG THE REACH DOES NOT EXCEED 1/3 THE HEIGHT OF THE SILT FENCE. IN NO CASE SHALL THE REACH LENGTH EXCEED 500 FT.
14. SEE SPECIFICATIONS FOR MATERIAL REQUIREMENTS.

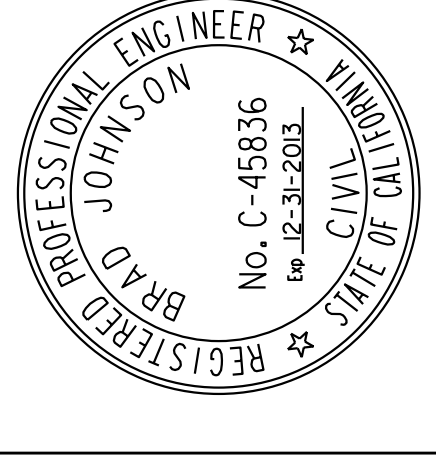


SILT FENCE

PLANS FOR THE CONSTRUCTION OF
 SAN DIEGO RIVER MULTI-USE PATHWAY
 BEST MANAGEMENT PRACTICES-2

G-7

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS SHEET 19 OF 19 SHEETS		WBS. NO. S00958 WO. NO. 581910
APPROVED FOR CITY ENGINEER <i>Brad Johnson</i> DATE 5/21/13		PREPARED BY: MARK GIANDONI PROJECT MANAGER
DESCRIPTION ORIGINAL	BY EEL/MOC	DATE 218-1719
PROJECT ENGINEER MARIA CUNNINGHAM		CSS27 COORDINATE 6280407-1858444
CONTRACTOR		DATE STARTED 34004-19-D
INSPECTOR		DATE COMPLETED





THE CITY OF SAN DIEGO

Purchasing and Contracting Department
Contracting Division
1200 Third Avenue, Suite 200
San Diego, CA 92101
(619) 236-6000

FAX TRANSMITTAL

Date: July 31, 2013

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

FROM:		TO:	
To:	Estimator	From:	Celia Navarro
Company:	Tri-Group Construction	Division:	Contracting Division
FAX #	(858) 689-1594	FAX #	619-533-3633
Phone #	(858) 689-0058	Phone #	619-533-3431

RE: Bid # K-13-4917-DBB-3 – San Diego River Multi-Use Pathway

COMMENTS:

In tabulating the bid results of subject project, we have found that the ESTIMATED TOTAL BASE BID is \$608,447.00 NOT \$608,427.00 as per your bid.

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

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

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

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

ACKNOWLEDGED
APPROVED

TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	\$	\$ 6,000
2	1	AL	237310	7-5.2	CalTrans Encroachment Permit - Type I	 	\$6,000.00
3	1	AL	237310	7-5.3.1	MTS Permit - Type I	 	\$6,000.00
4	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	 	\$ 1,500
5	1	LS	541330	7-10.2.6	Traffic Control Design - Working Drawings	 	\$ 1,500
6	1	LS	237310	7-10.2.6	Traffic Control	 	\$ 4,000
7	3	EA	237310	9-3.1	Demountable Protection Post	\$ 1,000	\$ 3,000
8	1	AL		9-3.5	Field Orders - Type II	 	\$83,700.00
9	1	LS	238910	300-1.4	Clearing & Grubbing and EAS Fence and Installation	 	\$ 63,000
10	1	LS	238910	300-1.4	Palm Trees Removal	 	\$ 4,000
11	1,545	CY	237310	300-2.9	Unclassified Excavation	\$ 25	\$ 38,625
12	640	CY	237310	301-2.4	2-inch Gravel Base	\$ 50	\$ 32,000
13	100	SP	237310	302-5.9	1-1/2 Inch Asphalt Concrete Overlay	\$ 20	\$ 2,000

06/09/2013 14:21 8586751594
 TRI-GROUP INC
 FAX No.
 P. 002
 PAGE 02

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
14	15,376	SF	237310	302-6.8	6-inch Concrete Pavement	\$ 6	\$ 92,256
15	40	SF	237310	303-4.1.5	Gravity Retaining Wall - Type B	\$ 80	\$ 3,200
16	970	SF	238110	303-4.1.5	Masonry Wall	\$ 45	\$ 43,630
17	57	LF	237310	303-5.9	Curb Type B-1	\$ 35	\$ 1,995
18	750	SF	237310	303-5.9	PCC Sidewalk	\$ 6	\$ 4,500
19	1	EA	237310	303-5.10.2	15-foot Wide Curb Ramp Type B w/ Stainless Steel Detectable Warning Tiles	\$ 4,500	\$ 4,500
20	4,190	SF	237310	303-8.9	6-inch Pervious Concrete	\$ 6	\$ 25,140
21	261	LF	238990	305-2.1	4-foot High Peeler Log Fence	\$ 18	\$ 4,698
22	1	LS	238210	307-2	Luminaire Lights & Electrical System	 	\$ 120,000
23	1	LS	238210	307-2	Street Lights & Electrical System	 	\$ 8,000
24	3,000	SF	561730	308-4.10	3-inch Layer Shredded Bark Mulch Type 11 per Plan	\$ 1.50	\$ 4,500
25	1	LS	561730	308-7	Relocate Irrigation Line and heads	 	\$ 1,500
26	1	LS	237310	311-1.11	6-inch Mill Polyethylene	 	\$ 2,000
27	2,700	LF	237310	311-1.11	Engineering Filter Fabric Wrapped Gravel Base	\$ 3	\$ 8,100
28	1	LS	237310	314-4.3.7	Furnish and Install Painting, Markings, Signage and Striping	 	\$ 1,800
29	1	LS	237310	314-6.2	Roadside Signs and Post	 	\$ 3,200
30	1	LS	237990	701-13.9.2	Construction Entrance and Exit area	 	\$ 5,000

43,650
CN

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
31	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	 	\$ 1,000
32	1	-LS	237990	701-13.9.5	Water Pollution Control Program Implementation	 	\$ 9,000
ESTIMATED TOTAL BASE BID:							\$ 595,344
ADDITIVE ALTERNATE "A"							595,364. <i>OW</i>
1	1	EA	231830	305-2.1	Kiosk	\$ 3,300	\$ 3,300
ESTIMATED TOTAL ADDITIVE ALTERNATE "A":							\$ 3,300
ADDITIVE ALTERNATE "B"							
1	15,376	SF	237310	303-7.5	6-inch Colored Concrete - Method B	\$ 0.50	\$ 7,688
2	4,190	SF	237310	303-7.5	6-inch Colored Pervious Concrete - Method B	\$ 0.50	\$ 2,095
ESTIMATED TOTAL ADDITIVE ALTERNATE "B":							\$ 9,783
ESTIMATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE "A" PLUS ADDITIVE ALTERNATE "B":							\$ 608,427.00 608,447. <i>OW OW</i>

TOTAL BID PRICE FOR BID (Items 1 through 32 PLUS Additive Alternate A, item 1, PLUS Additive Alternate B, items 1 through 2, inclusive) amount written in words:

SIX HUNDRED EIGHTY FIVE THOUSAND FOUR HUNDRED TWENTY SEVEN DOLLARS AND ZERO CENTS

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

ADDENDUM "B"
ADDENDUM "C"

7/31/13 ca

City of San Diego

TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC.
9580 BLACK MOUNTAIN RD, STE L
SAN DIEGO, CA 92126

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: 858-689-0058 FAX NO.: 858-689-1594
CITY CONTACT: Claudia Abarca - Contract Specialist, Email: cabarca@sandiego.gov
Ph No. (619) 533-3439 - Fax No. (619) 533-3633
M GIANDONI / B DORINGO / LS



CONTRACT DOCUMENTS

FOR

SAN DIEGO RIVER MULTI-USE PATHWAY

VOLUME 2 OF 2

BID NO.: K-13-4917-DBB-3
SAP NO. (WBS/IO/CC): S-00958
CLIENT DEPARTMENT: 1106
COUNCIL DISTRICT: 6
PROJECT TYPE: ID

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2))
- THIS IS A PROP A TRANSNET FUNDED CONTRACT THROUGH SANDAG.

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

TABLE OF CONTENTS

Volume 2 - Bidding Documents

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

1. Bid/Proposal.....	3-5
2. Bid Bond.....	6
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106.....	7
4. Contractors Certification of Pending Actions.....	8
5. Equal Benefits Ordinance Certification of Compliance.....	9
6. Proposal (Bid).....	10-13
7. Form AA35 - List of Subcontractors	14
8. Form AA40 - Named Equipment/Material Supplier List	15
9. 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:

(N/A)

- (1) Name under which business is conducted _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____

IF A PARTNERSHIP, SIGN HERE:

(N/A)

- (1) Name under which business is conducted _____

BIDDING DOCUMENTS

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

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

Full Name and Character of partner

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

(5) City and State _____ Zip Code _____

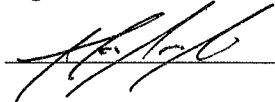
(6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

**TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC.**

(1) Name under which business is conducted _____

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



(Signature)

HANI ASSI

(Printed Name)

SECRETARY OF CORPORATION

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 9580 BLACK MOUNTAIN RD "L"

(5) City and State SAN DIEGO CA Zip Code 92126

(6) Telephone No. 858-689-0058 Facsimile No. 858-689-1594

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION "A"

LICENSE NO. 792159 EXPIRES 03-31-2015

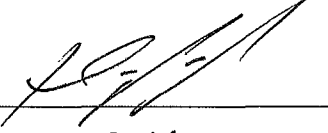
This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: tri.groupconst@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  Title SECRETARY OF CORP
HANI ASSI

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

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

(NOTARIAL SEAL) (SEE ATTACHED)

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:

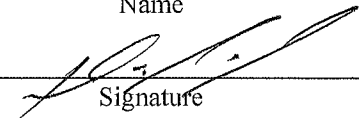
DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

**TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.**

Contractor Name: _____

Certified By HANI ASSI
Name

Title SECRETARY OF CORP.


Signature

Date 07-10-13

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION

Company Name:	TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.	Contact Name:	<i>HANE ASSI</i>
Company Address:	9580 BLACK MOUNTAIN RD, STE L SAN DIEGO, CA 92126	Contact Phone:	<i>858-689-0058</i>
		Contact Email:	<i>tri-groupconst@aol.com</i>

CONTRACT INFORMATION

Contract Title:	<i>SAN DIEGO RIVER MULTI-USE PATHWAY</i>	Start Date:	<i>10-1-13</i>
Contract Number (if no number, state location):	<i>K-13-4917-DBB-3</i>	End Date:	<i>02-28-13</i>

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.

HANE ASSI, SECRETARY OF COMP *[Signature]* *7/10/13*
 Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY

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

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	\$	\$ 6,000
2	1	AL	237310	7-5.2	CalTrans Encroachment Permit - Type I	 	\$6,000.00
3	1	AL	237310	7-5.3.1	MTS Permit - Type I	 	\$6,000.00
4	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	 	\$ 1,500
5	1	LS	541330	7-10.2.6	Traffic Control Design - Working Drawings	 	\$ 1,500
6	1	LS	237310	7-10.2.6	Traffic Control	 	\$ 4,000
7	3	EA	237310	9-3.1	Demountable Protection Post	\$ 1,000	\$ 3,000
8	1	AL		9-3.5	Field Orders - Type II	 	\$83,700.00
9	1	LS	238910	300-1.4	Clearing & Grubbing and EAS Fence and Installation	 	\$ 63,000
10	1	LS	238910	300-1.4	Palm Trees Removal	 	\$ 4,000
11	1,545	CY	237310	300-2.9	Unclassified Excavation	\$ 25	\$ 38,625
12	640	CY	237310	301-2.4	2-inch Gravel Base	\$ 50	\$ 32,000
13	100	SF	237310	302-5.9	1-1/2 Inch Asphalt Concrete Overlay	\$ 20	\$ 2,000

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
14	15,376	SF	237310	302-6.8	6-inch Concrete Pavement	\$ 6	\$ 92,256
15	40	SF	237310	303-4.1.5	Gravity Retaining Wall - Type B	\$ 80	\$ 3,200
16	970	SF	238110	303-4.1.5	Masonry Wall	\$ 45	\$ 43,630
17	57	LF	237310	303-5.9	Curb Type B-1	\$ 35	\$ 1,995
18	750	SF	237310	303-5.9	PCC Sidewalk	\$ 6	\$ 4,500
19	1	EA	237310	303-5.10.2	15-foot Wide Curb Ramp Type B w/ Stainless Steel Detectable Warning Tiles	\$ 4,500	\$ 4,500
20	4,190	SF	237310	303-8.9	6-inch Pervious Concrete	\$ 6	\$ 25,140
21	261	LF	238990	305-2.1	4-foot High Peeler Log Fence	\$ 18	\$ 4,698
22	1	LS	238210	307-2	Luminaire Lights & Electrical System	 	\$ 120,000
23	1	LS	238210	307-2	Street Lights & Electrical System	 	\$ 8,000
24	3,000	SF	561730	308-4.10	3-inch Layer Shredded Bark Mulch Type 11 per Plan	\$ 1.50	\$ 4,500
25	1	LS	561730	308-7	Relocate Irrigation Line and heads	 	\$ 1,500
26	1	LS	237310	311-1.11	6-inch Mill Polyethylene	 	\$ 2,000
27	2,700	LF	237310	311-1.11	Engineering Filter Fabric Wrapped Gravel Base	\$ 3	\$ 8,100
28	1	LS	237310	314-4.3.7	Furnish and Install Painting, Markings, Signage and Striping	 	\$ 1,800
29	1	LS	237310	314-6.2	Roadside Signs and Post	 	\$ 3,200
30	1	LS	237990	701-13.9.2	Construction Entrance and Exit area	 	\$ 5,000

43,650
CN

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
31	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	 	\$ 1,000
32	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	 	\$ 9,000
ESTIMATED TOTAL BASE BID:							\$ 595,344
ADDITIVE ALTERNATE "A"							595,364.00 (CW)
1	1	EA	231830	305-2.1	Kiosk	\$ 3,300	\$ 3,300
ESTIMATED TOTAL ADDITIVE ALTERNATE "A":							\$ 3,300
ADDITIVE ALTERNATE "B"							
1	15,376	SF	237310	303-7.5	6-inch Colored Concrete - Method B	\$ 0.50	\$ 7,688
2	4,190	SF	237310	303-7.5	6-inch Colored Pervious Concrete - Method B	\$ 0.50	\$ 2,095
ESTIMATED TOTAL ADDITIVE ALTERNATE "B":							\$ 9,783
ESTIMATED TOTAL BASE BID PLUS ADDITIVE ALTERNATE "A" PLUS ADDITIVE ALTERNATE "B":							\$ 608,427.00 608,447.00 (CW)

TOTAL BID PRICE FOR BID (Items 1 through 32 PLUS Additive Alternate A, item 1, PLUS Additive Alternate B, items 1 through 2, inclusive) amount written in words:

SIX HUNDRED EIGHT THOUSAND FOUR HUNDRED TWENTY SEVEN DOLLARS AND ZERO CENTS

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

ADDENDUM "A"
ADDENDUM "B"
ADDENDUM "C"

BIDDING DOCUMENTS

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

Gus Assi

HANI ASSI

PRESIDENT

SECRETARY OF CORPORATION

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.

TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.

~~HANI ASSI~~

HANI ASSI

Bidder:

~~SECRETARY OF CORPORATION~~

SECRETARY OF CORPORATION

Title:

Business Address:

9480 BLACK MOUNTAIN RD SUITE "L" SAN DIEGO CA 92126

Place of Business:

CITY OF SAN DIEGO

Place of Residence:

CITY OF SAN DIEGO

Signature:



BIDDING DOCUMENTS

NOTES:

- A. The City shall determine the low Bid based on the Base Bid plus Additive Alternate "A" and "B".
- B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.
- 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 shall 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.

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>CACY ELECTRIC</u> Address: <u>14398 PIDS CANYON RD</u> City: <u>EL CERRILLO</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-938-2839</u>	<u>CONSTRUCTOR</u>	<u>ELECTRICAL</u>	<u>\$120,721</u>	-	-	-
Name: <u>STATEWIDE STRIPES INC</u> Address: <u>P.O. BOX 60570</u> City: <u>SUN DIEGO</u> State: <u>CA</u> Zip: <u>92160</u> Phone: <u>658-560-6887</u>	<u>CONSTRUCTOR</u>	<u>STRIPING & SIGNS</u>	<u>\$3,920</u>	<u>SLBE</u>	<u>CITY OF S.D.</u>	-
Name: <u>GREEN FREN FENCE INC</u> Address: <u>4051 OCEANVIEW BLVD</u> City: <u>OCEANVIEW</u> State: <u>CA</u> Zip: <u>92054</u> Phone: <u>760-724-8131</u>	<u>CONSTRUCTOR</u>	<u>FENCE WORK</u>	<u>\$3,654</u>	-	-	-

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

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

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

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

*0.2223
CW*

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

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>CUTTING EDGE LANDSCAPE</u> Address: <u>26808 BANBURY DR</u> City: <u>VANUZY CA</u> State: <u>CA</u> Zip: <u>92082</u> Phone: <u>760-638-6012</u>	<u>CONSTRUCTOR</u>	<u>LANDSCAPING</u>	<u>\$7,000</u>	-	-	-
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

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

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

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

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

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

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

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

BIDDING DOCUMENTS

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATES

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 SDVO SB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVO SB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
A	Name: <u>GREENFIELD FENCE INC</u> Address: <u>4051 OCEANSIDE BLVD</u> City: <u>OCEANSIDE</u> State: <u>CA</u> Zip: <u>92054</u> Phone: <u>762-724-8131</u>	<u>CONTRACTOR</u>	<u>KIOSK</u>	<u>\$4,300</u>	-	-	-
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

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

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

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