

City of San Diego

CONTRACTOR'S NAME: Portillo Concrete, Inc

ADDRESS: 3527 Citrus St., Lemon Grove, CA 91945

TELEPHONE NO.: 619-466-4639 FAX NO.: 619-466-4685

CITY CONTACT: Clementina Giordano - Contract Specialist, Email: CGiordano@sandiego.gov

Phone No. (619) 533-3481, Fax No. (619) 533-3633

DLi/BDoringo/LAD

CONTRACT DOCUMENTS



FOR

38TH STREET CUL DE-SAC IMPROVEMENTS

VOLUME 1 OF 2

BID NO.: K-14-5473-DBB-3
SAP NO. (WBS/IO/CC): S-00930
CLIENT DEPARTMENT: 2113
COUNCIL DISTRICT: 9
PROJECT TYPE: IK

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM

MARCH 19, 2014

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTING GROUP

1010 SECOND AVENUE, 14th FLOOR, MS 614C

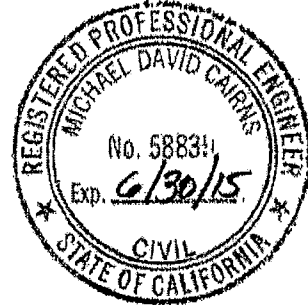
SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Michael David Cairns 1/29/14
1) Registered Engineer Date
(For Storm Water Quality Treatment Devices only)

Seal:



Brad Johnson 1/28/14
2) For City Engineer Date

Seal



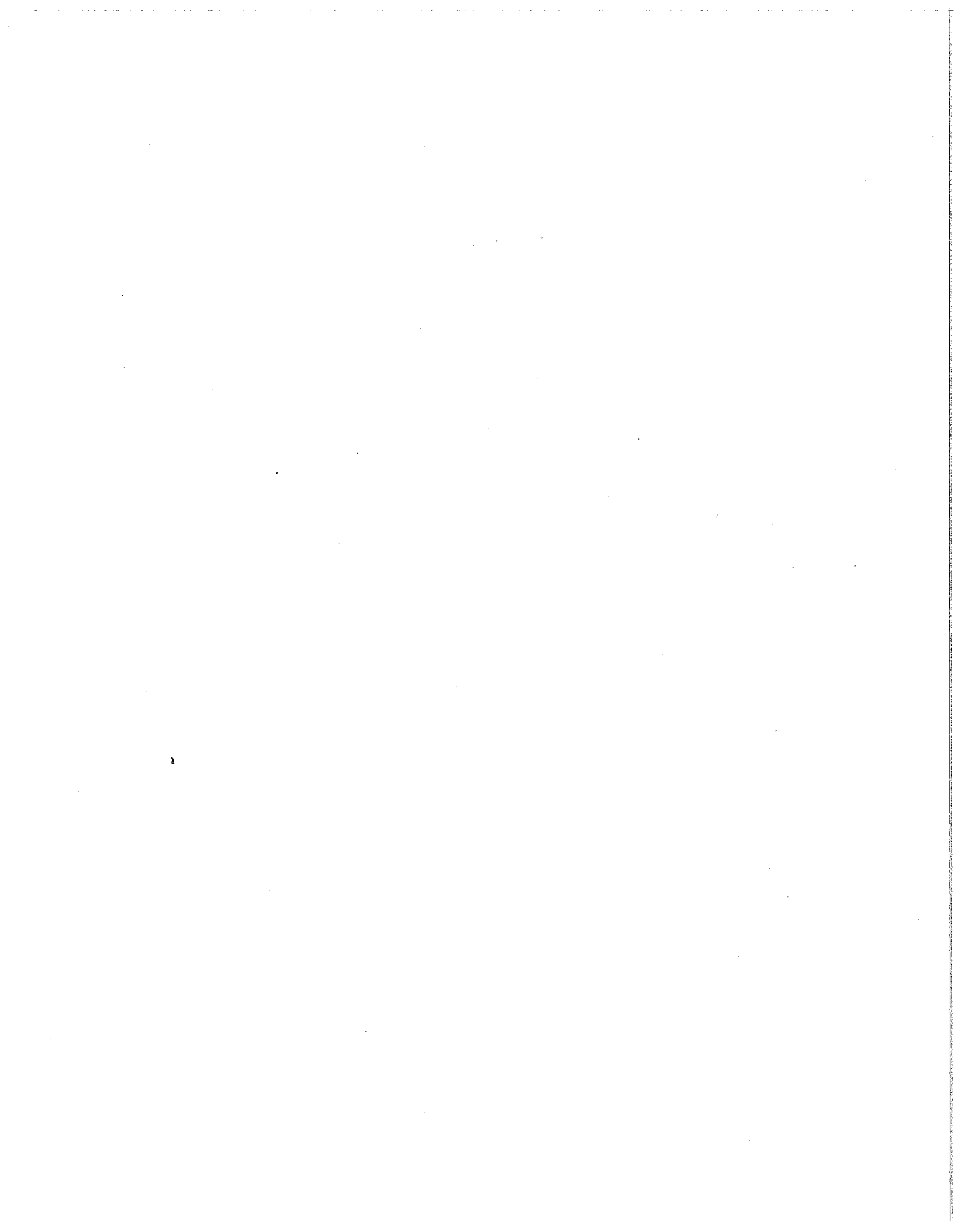


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CITY OF SAN DIEGO, CALIFORNIA

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 **38th Street Cul De-Sac Improvements** (Project).
2. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described as described in ATTACHMENT A.
3. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
4. **EQUAL OPPORTUNITY CONTRACTING PROGRAM:**
 - 4.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	10.4%
2. ELBE participation	23.0%
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, 14th Floor, San Diego, CA 92101 at **10:00 A.M., on February 25, 2014.**
- 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 the City's web-based contract compliance website, Prism®, located here:

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

- 8. **PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract.

8.1. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.

- 8.1.1. In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.

- 8.1.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.
- 8.1.3.** The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.
- 8.1.4.** The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

9. INSURANCE REQUIREMENTS:

- 9.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 9.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. PREQUALIFICATION OF CONTRACTORS:

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

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

- 10.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later

than 2 weeks prior to the bid opening to the Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: * Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

12. **CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
13. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
14. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

16. AWARD PROCESS:

- 16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 16.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

17. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.

18. AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

19. SUBMISSION OF QUESTIONS:

- 19.1.** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

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

OR:

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

- 19.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 19.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 19.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.

20. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
21. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
22. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 22.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 22.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 22.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 22.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
23. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 23.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- 23.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this

contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

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

24. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 24.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 24.2. Bidders shall complete the entire Bid schedule (also referred to as “schedule of prices” or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 24.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 24.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 24.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written “Notice of Intent to Protest” including supporting documentation which shall be received by Public Works 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-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, “Protests of Contract Award.”
- 24.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 24.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 24.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

25. BID RESULTS:

- 25.1. The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in

the City's web page <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.

- 25.2. To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

26. THE CONTRACT:

- 26.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 26.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 26.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 26.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 26.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

27. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has

investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

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

- 28.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 28.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 28.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 28.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 28.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 28.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 28.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

29. PRE-AWARD ACTIVITIES:

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

30. REQUIRED DOCUMENT SCHEDULE:

- 30.1. The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
- 30.2. The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE Good Faith Efforts Documentation
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER	APPARENT	Contract Forms - Agreement

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

CONTRACT FORMS
AGREEMENT

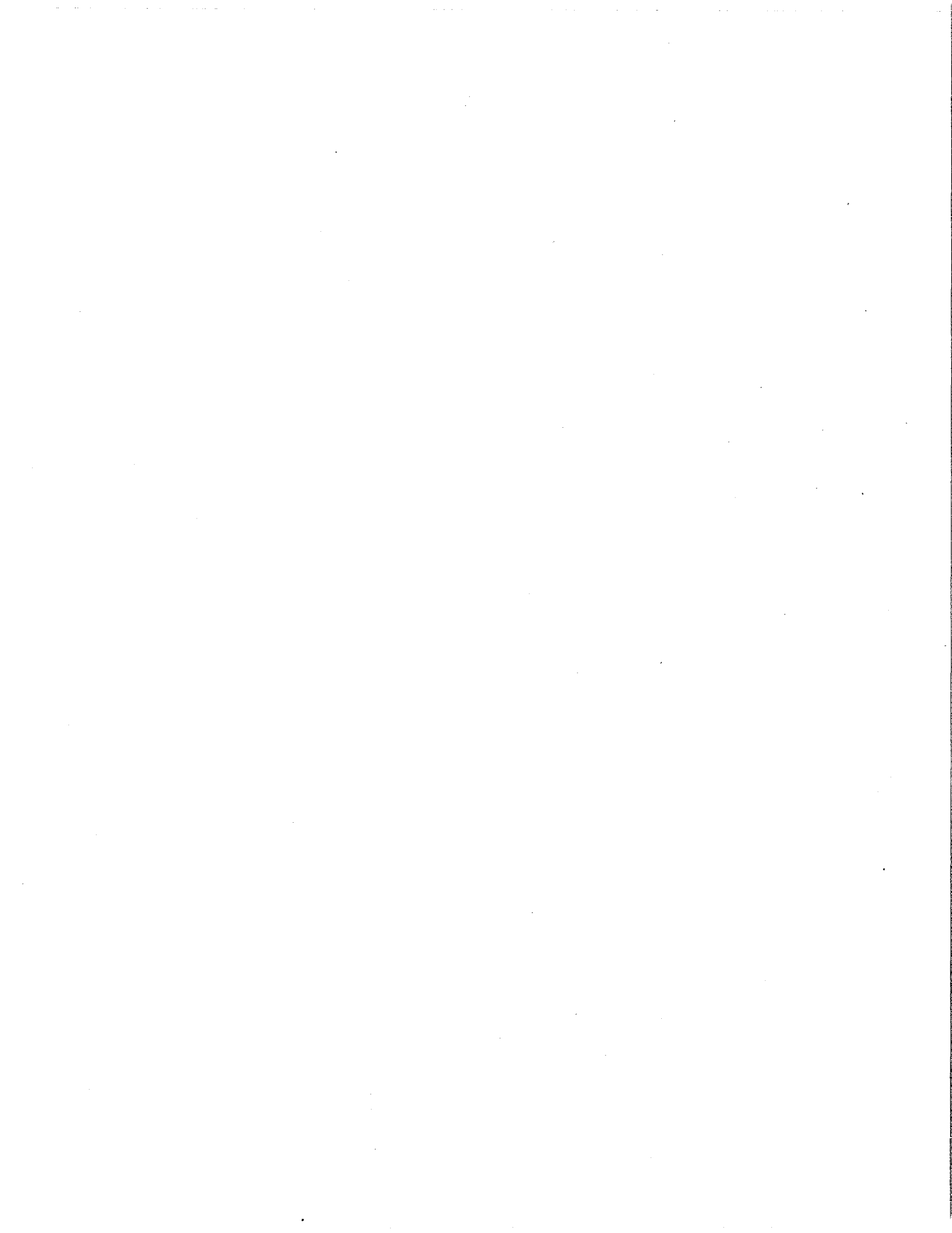
CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Portillo Concrete, Inc., herein called "Contractor" for construction of 38th Street Cul De-Sac Improvements; Bid No. K-14-5473-DBB-3; in the amount of Six Hundred Fifteen Thousand Two Hundred One Dollar and 00/100 (\$615,201.00), which is comprised of the Base Bid Only.

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 38th Street Cul De-Sac Improvements, on file in the office of the Public Works Department as Document No. S-00930, 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 38th Street Cul De-Sac Improvements, Bid Number K-14-5473-DBB-3, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.



CONTRACT FORMS (continued)

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code 22.3107 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By Stephen Samara

By Ryan P. Gerrity

Print Name: Stephen Samara
Senior Contract Specialist

Print Name: RYAN P. GERRITY
Deputy City Attorney

Date: 5-12-14

Date: 5/9/2014

CONTRACTOR

By Mario Portillo

Print Name: MARIO PORTILLO

Title: PRES/CEO

Date: 4/7/14

City of San Diego License No.: B1996006538

State Contractor's License No.: 680144

**CONTRACT FORMS
ATTACHMENTS**

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Portillo Concrete, Inc. _____, a corporation, as principal, and
The Ohio Casualty Insurance Company _____, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of
Six Hundred Fifteen Thousand Two Hundred One Dollar and 00/100 (\$615,201.00), for the
faithful performance of the annexed contract, and in the sum of **Six Hundred Fifteen Thousand
Two Hundred One Dollar and 00/100 (\$615,201.00)**, for the benefit of laborers and materialmen
designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **38th Street Cul De-Sac
Improvements**, Bid Number **K-14-5473-DBB-3**, San Diego, California then the obligation herein
with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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


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

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

Dated April 28, 2014

Approved as to Form and Legality

Portillo Concrete, Inc.

By 
Principal

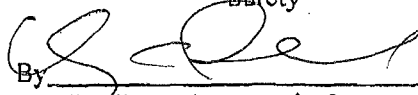
Mario Portillo, President

Printed Name of Person Signing for Principal


Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

The Ohio Casualty Insurance Company

By 
Surety
Cyndi Beilman Attorney-in-fact

Approved:

By 
Stephen Samara, Senior Contract Specialist

9325 Skypark Court, Ste. 200

Local Address of Surety

San Diego, CA 92123

Local Address (City, State) of Surety

858-255-3988

Local Telephone No. of Surety

Premium \$ 8,202.00

Bond No. 024054173

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego }

On April 28, 2014 before me, Dana L. Michaelis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Cyndi Beilman
Name(s) of Signer(s)



Place Notary Seal Above

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 Dana L. Michaelis
Signature of Notary Public Dana L. Michaelis

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: _____

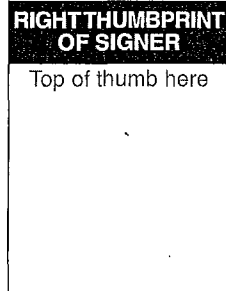
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

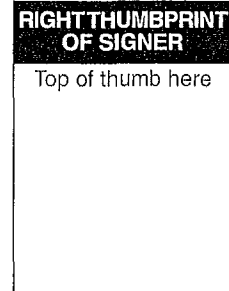
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

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

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

Certificate No. 6296239

American Fire and Casualty Company
The Ohio Casualty Insurance Company

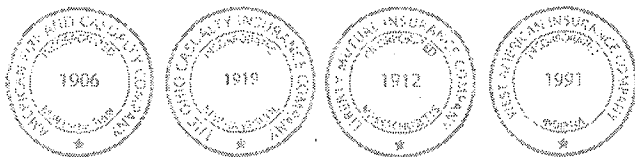
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of September, 2013.



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

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

STATE OF WASHINGTON ss
COUNTY OF KING

On this 20th day of September, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: KD Riley
KD Riley, Notary Public

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

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

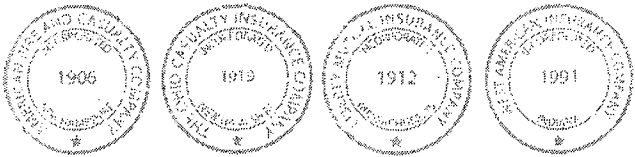
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of April, 20 14.



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

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

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: 38th Street Cul De-Sac Improvements

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

PORTILLO CONCRETE 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

Mario Portillo

Printed Name

MARIO PORTILLO

Title

PRES/CEO



CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: 38th Street Cul De-Sac Improvements

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

PORTILLO CONCRETE 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

Mario Portillo

Printed Name

MARIO PORTILLO

Title

PRES/CEO

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: 38th Street Cul De-Sac Improvements

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

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

Dated this 17TH Day of APRIL, 2014.

Signed Mario Portillo

Printed Name MARIO PORTILLO

Title PRES/CEO

AFFIDAVIT OF DISPOSAL

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

38th Street Cul De-Sac Improvements

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-14-5473-DBB-3**; SAP No. (WBS/IO/CC) **S-00930**; 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.

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** This project includes installing a cul-de-sac north of 38th St, overlaying existing pavement, widening the road to provide new pavement section, curb, gutter, sidewalk, and perpendicular parking along the west side of 38th St, storm drain improvements, and landscape improvement.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered 36128-01-D through 36128-18-D, inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is \$781,000.00.
3. **LOCATION OF WORK:** 38th Street north of Dwight Street, adjacent to Park De La Cruz.
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **100 Working Days**.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
 - 5.1. The City has determined the following licensing classification for this contract:
 - CLASS A

ATTACHMENT B

INTENTIONALLY LEFT BLANK

ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

ATTACHMENT D

INTENTIONALLY LEFT BLANK

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

1-3.2 Common Usage. ADD the following:

GV	Gate Valve
QCV	Quick Coupler Valve
POC	Point of Connection (irrigation plans)
GPM	Gallons per Minute
PSI	Pounds per Square Inch

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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

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

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

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

8. All submitted product data shall be legible and be the most up to date information provided by the manufacturer. Any data sheets provided which are dated beyond the last two years shall be accompanied by a letter or certification by the manufacturer that it is the most current information available. Failure to provide such information shall be grounds for rejection of that item.

2-7

SUBSURFACE DATA. ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
 1. Geotechnical Report dated August 31, 2010 by Southern California Soil & Testing.
5. The report listed above is available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/>

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6

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

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

4-1.6

Trade Names or Equals. ADD the following:

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-7.4 **Project Phasing.** To the City Supplement, ADD the following:

This project shall be constructed in accordance with the Plans and in 4 phases as follows:

Phase I: Clear and grub, excavate and grade area along the east side and at the cul-de-sac. Maintain a 20' minimum access path along the existing pavement on the west side for the residents.

Phase II: Construct curb and gutter, sidewalk, drainage improvements, street light improvements, irrigation, driveways, and curb ramp along the east side and the cul-de-sac.

Pave the roadway at the cul-de-sac and from the crown centerline to the newly installed gutter along the east side. Maintain a 20' minimum access path along the existing pavement on the west side for the residents.

Phase III: Construct curb and gutter, sidewalk, and driveway along the west side. Install cross-gutter and 2 curb ramps at the southern end. Pave the roadway from the crown centerline to the gutter along the west side. Allow residents access along the east side and provide parking area at the cul-de-sac.

Phase IV: Install landscape improvements.

The Contractor may propose modifications to phases above if it will further reduce disruption to the residents' access to their homes.

The payment for complying with the construction phasing requirement will be included in the Traffic Control bid item.

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.

7-9

PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

ADD the following:

No storage of construction equipment or construction materials nor stockpiling of soil or debris shall be placed within 1'-0" from the trunk for every 1" caliper of any existing tree.

7-10.2.2.4

Traffic Control Working Drawings. To the City Supplement, ADD the following:

e) The Contractor prepared Traffic Control Working Drawings shall address the phasing of the project per section 6-7.4.

7-10.5.3

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

7-15

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

9-3.7 **Compensation Adjustments for Price Index Fluctuations.** This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-6.3.2 **Polyvinyl Chloride (PVC) Coated Fabric.** ADD the following:

All chain link PVC coated fabric shall be Class 2.

206-6.6 **Fittings.** DELETE first sentence and SUBSTITUTE with the following:

All required fittings and hardware shall be galvanized and shall be PVC fusion-bonded after being galvanized.

206-6.8 **Repair of Damaged Coatings.** DELETE second sentence and SUBSTITUTE with the following:

All PVC coating on any fence framing and fabric materials of fittings which have been abraded, stripped, gouged, nicked, or otherwise damaged in a manner which exposes the galvanized steel or other materials beneath the PVC coating, shall be removed and replaced with new materials at the Contractor's expense.

SECTION 207 – PIPE

- 207-17.2.3 Pipe Manufacturer.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

PVC products as manufactured or distributed by J-M Manufacturing Company shall not be used on the Contract for pressurized pipe **unless specified otherwise.**

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

- 212-1.1.1 General.** ADD the following:

Class “A” topsoil shall be used for backfill for all trees.

Contractor shall use the amendments and correctives specified in these Special Provisions.

- 212-1.2.2 Manure.** DELETE in its entirety.

- 212-1.2.4 Organic Soil Amendment.** ADD the following:

Type 1 Organic soil amendment shall be used for the project and shall be similar or equal to Wil Gro Life, Loamex or Forest Humus.

- 212-1.2.5 Mulch.** DELETE in its entirety and SUBSTITUTE with the following:

Type 5 mulch (fir or redwood bark chips) shall be used and shall be composed of cedar, fir or pine shredded bark or equal commercial wood chip products. Average dimensions shall be 3" in length and 2" in thickness. Submit two (2) samples for approval by the Resident Engineer/Landscape Architect prior to installation.

- 212-1.4.1 General.** ADD the following:

Contractor shall notify the Resident Engineer a minimum of 48 hours before each plant delivery so the Resident Engineer can schedule a review.

Labeling: There shall be a minimum of one labeled plant for each 5 plants in a lot.

Quality and Size: Plants shall be in accordance with the California State Department of Agriculture Regulations for Nursery Inspections of Rules and Grading. Nursery tags must be submitted to the Resident Engineer. Sizes shall conform to the dimensions indicated on the planting plan. All plants shall be reviewed and approved for acceptable size and quality by Resident Engineer prior to planting.

Immediately upon award of contract for work in this section, locate and purchase or hold for purchase all trees required. Color photos of all trees shall be submitted to Resident Engineer for approval a minimum of 15 days prior to delivery of the plants to the site. The Resident Engineer reserves the right to reject any plant species upon conducting a physical inspection after delivery to the site.

Quantities: Quantities of all plant materials shall be furnished as needed to complete work as shown on the Drawings.

Inspection of plant materials required by City, County or State authorities shall be the responsibility of the Contractor, and where necessary, permits or certificates shall have been secured prior to delivery of plans to site.

The Resident Engineer is the sole judge as to acceptability of each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing signs of decline or lack of vigor are subject to rejection. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the special conditions or drawings. Plants larger in size than specified may be used with the approval of the Resident Engineer, but the use of larger plants will make no change in contract price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.

Rejection or Substitution: The Resident Engineer reserves the right to reject any plant material found to be defective or not in conformance with plans and specifications. Plants shall be subject to inspection and approval or rejection at the project site at any time before or during progress of work, for size, variety, condition, latent defects, and injuries. All plants not conforming to the requirements herein specified shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site and replaced with new plants by the Contractor at his expense. Rejected plant material shall be replaced within one week of written notice, unless otherwise approved by the Resident Engineer.

Substitutions will not be permitted except if proof is submitted that any plant specified is not obtainable, then a proposal will be considered for use of the nearest equivalent size or variety and cost. All substitutions are subject to Resident Engineers written approval.

Right To Changes: The Resident Engineer reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes do not exceed the cost of plants in the original bid, and with the provision that the Contractor shall be notified, in writing, at least thirty (30) days before the planting operation has commenced.

All trees (24" box, 36" box) shall:

- a. Be of the specified type and size as indicated on the Drawings, selected from high quality, well-shaped and proportioned Southern California-grown nursery container stock. Field grown stock grown in climatic regions which are different (as determined by the Landscape Architect) to those conditions found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.

- b. Have grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a rootbound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.
- c. Have a main leader branch and not have a co-dominant branching structure, unless the tree is intended to be multi-trunk.
- d. Be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.

All container stock (1 gal., 5 gal., 15 gal.) shall:

- a. Be of the specified type and size as indicated on the Drawings, selected from high quality, well-shaped and proportioned Southern California-grown nursery container stock. Field grown stock grown in climatic regions which are different (as determined by the Landscape Architect) to those conditions found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.
- b. Have grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a rootbound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.
- c. Be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.
- d. Be full and bushy to ground.

Groundcover

- a. Groundcover plants shall be healthy, vigorous, rooted cuttings grown in flats or 1 gallon cans until transplanting. See plant material legend on Drawings.
- b. The soil and spacing of the plants in the container shall ensure the minimum disturbance of the root system at time of transplanting.

212-1.4.5 Sod and Stolons (Turf Grass). To the City Supplement, ADD the following:

Sod shall be fresh, clean, vigorous living sections of turfgrass as designated in the contract documents. Sod shall be free of turf disease, insects or weeds and capable of healthy vigorous growth. Sod shall be GN-1 hybrid Bermuda grass by Pacific Sod, or approved equal, overseeded with 'Grand Slam', or 'Turfstar' perennial ryegrass at a rate of 5 lbs./1,000 square feet.

Seed mix for lawn shall be Ballfield Mix No. 2-A. Vendo: Agrono-Tec Seed Company or equal.

Seed mix composition:

70% Everest 2000 Perrenial Rye
20% Hulled Bermuda
10% Bermuda Shorts

ADD:

212-1.4.8 Submittals.

Deliver to the work site ten (10) working days prior to installation one (1) sample of each specified plant material in its respective container size. Samples of boxed trees and shrubs can be substituted with color photographs in a minimum 8" x 10" format. Photographs must be clear and sharp for viewing or will be rejected. Photographs shall include the name of the plant, plant specifications, and source of material.

212-1.5.3 Tree Stakes. To the City Supplement, ADD the following:

Tree stakes shall be two (2) inch diameter lodgepole pine of lengths required, pointed on end, and minimum 10' in length.

ADD:

212-1.5.4 Tree Ties.

Tree ties shall be commercially manufactured of virgin flexible vinyl meeting ASTM-D-412 standards for tensile and elongation strength. Material shall be manufactured with a double back locking configuration and secured with one galvanized nail to prevent slippage. Material shall be ultraviolet resistant. Minimum length shall be twenty (20) inches. Tree ties shall be "Cinch-Tie" by V.I.T., or approved equivalent.

212-1.9 Root Barriers. To the City Supplement, ADD the following:

The root barrier shall conform to the following:

Physical Properties	ASTM Test	Typical
Tensile strength, PSI (MPa)	D638	3,600-4200 (25-29)
Ultimate elongation %	D638	12%
Flexural modulus, PSI (MPa)	D790A	150,000 (1034)
Notched Izod Impact, PSI	D256	3.0 @ 70°F

ADD:

212-1.10 Herbicides and Pesticides.

Herbicides and pesticides shall be used in their appropriate applications with strict adherence to manufacturers' specifications and instructions.

Post-emergent herbicide for all areas shall be Round Up, Diquat, Montar, or approved equivalent.

Pre-emergent herbicide for shrub and groundcover areas (planted from flats) shall be Treflan, Surflan, Eptan, or approved equivalent.

ADD:

212-1.11 Perforated Pipe.

Perforated pipe for tree drain: Poly vinyl chloride SDR35 perforated pipe. Perforated pipe shall meet ASTM F-758 and AASHTO M-219. Pipe shall be supplied with a spun bonded filter sleeve to protect pipe from soil intrusion.

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 accomplish the Work.

Clearing and grubbing shall also include saw cutting, demolition, removal, and disposal of all existing improvements (up to 24" deep) including, but not limited to, vegetation, trees, pavement (Asphalt Concrete, Base, Unclassified Materials), curb and gutter, sidewalk, planters, mow curb, fencing (wooden barriers/peeler log fence), abandoned utilities and utility structures (pull boxes, etc.), and all other existing improvements that are shown on the plans for removal, directed by the Resident Engineer to be removed, or otherwise required to perform the work.

300-1.4 Payment. To the City Supplements, DELETE the first two paragraphs in this section and ADD the following:

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

300-2 Unclassified Excavation

300-2.9 Payment. ADD the following:

The contract unit price bid for Unclassified Excavation shall include full compensation for all cost necessary for excavating/grading excess dirt behind new sidewalks, walkways and driveways, including the removal, sloping, grading, compaction, rounding tops and ends of excavation, treatment, storage, stockpiling, transportation within the project site, placement between existing ground and new

pavement subgrade where necessary, loading, export, and hauling of unsuitable, wet, or surplus material, and disposing of material at a legal disposal site.

SECTION 302 – ROADWAY SURFACING

302-3 Preparatory Repair Work. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 Preparatory Repair Work.

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2” for Residential streets, and a minimum depth of 3” for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2” for residential streets, and a minimum of 3” for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10” below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 400-2.4, “Class 2 Aggregate Base.”
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Class 2 Aggregate Base.”
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 “Tack Coat.”
7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, “ASPHALT CONCRETE PAVEMENT.” Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, “ASPHALT CONCRETE.”

8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 400-2.4, "Class 2 Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
 - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.

5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
9. Base repairs shall not exceed 20% RAP in content.

302-3.2

Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.
2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

302-5.1.1

Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.

302-5.1.2 Measurement and Payment. To the City Supplement, DELETE in its entirety.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5.9 Measurement and Payment. To the City Supplement, ADD the following:

7. The lump sum bid price paid for Existing Mow Curb/Fence Renovation/Restoration shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in reconstructing or restoring any existing mow curb and/or fencing that needs to be removed in order to install the proposed, as shown on the Plans.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

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

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

SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

307-2 **Payment.** To the City Supplement, ADD the following:

4. The lump sum price paid for Street Lighting Electrical System shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing a street light, complete in place, as shown on the plans and per these Special Provisions, including but not limited to pole, mast arms, luminaire, foundation, pull boxes, handholes, conductors, wiring, fuses, conduits, and applying for and paying for power service connection from SDG&E .

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-2.3.1 **General.** ADD the following:

Weed eradication for entire landscape areas project site. After irrigation installation, but before planting installation, the Contractor shall irrigate the entire project site three (3) to four (4) times over seven (7) to ten (10) days to germinate existing weed seeds. Areas to receive mulch only shall be hand watered to germinate seeds. Allow weed seeds to grow until they reach a maximum height of two to three inches (2" - 3"). A post-emergent herbicide shall then be applied per manufacturer's specifications and instructions. Avoid contact of herbicide with the existing plants to remain.

Weed eradication for shrub areas and groundcover areas (planted from flats). Three (3) to four (4) days after these plants have been installed, the Contractor shall apply the pre-emergent herbicide per manufacturer's specifications and instructions.

Pre-emergent herbicide shall be applied to areas prior to installing mulch.

308-2.4 **Finish Grading.** ADD the following:

When fine grading all planted areas of the site, Contractor shall rake and remove from site all rock larger than 1" diameter in lawn areas, 2" diameter in shrub and groundcover areas and 4" and larger on slopes steeper than 3:1/2:1 to a depth of 6".

308-4.1 **General.** ADD the following:

The Contractor shall be responsible for managing the site and performing planting, maintenance and corrective measures to the best advantage of the plant material to promote healthy growth, establishment and success of the plantings. This shall include providing for drainage, irrigation, repair of damaged features, correction of deleterious conditions, maintaining a proper soil moisture level, weeding, fertilization, protection, temporary measures to promote establishment and other reasonable maintenance and construction efforts needed to provide for the successful establishment of the plant materials during the entire contract period.

The Contractor shall not install planting as shown in the plans when it is obvious in the field that conditions exist which are detrimental to plant survival and growth. Such conditions shall be brought to the attention of the Resident Engineer. The successful establishment of the plantings during the entire contract period is the Contractor's responsibility.

The irrigation system shall be installed, pressure tested, coverage tested and operational prior to planting, with the exception of large specimen planting that must be planted prior to other operations as approved by the Resident Engineer.

Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the Resident Engineer. No planting shall be done in any areas until it has been satisfactorily prepared in accordance with these specifications. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the Resident Engineer and his decision shall be final. The Contractor shall obtain approval from the Resident Engineer of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

Percolation Test: Prior to installing plants, Contractor shall perform a minimum of two percolation tests in representative areas of the site to verify acceptable natural drainage for planting pits. Tests shall be performed as follows:

- 1) Dig a pit 2'x 2' x 2' deep.
- 2) Fill with water to top and cover with plywood and barricade to protect pedestrians.
- 3) Make daily observations noting the depth of water each day.
- 4) Report to the Resident Engineer the length of time that the water takes to drain completely from each hole. If water drains from the hole within one day, refill with water. Based on this test, the Resident Engineer will confer with the Landscape Architect and will make a determination of whether additional drainage measures will be required for boxed size tree plantings.

No plants shall be installed until percolation tests have been observed by the Resident Engineer and a determination made that no further drainage measures are required. Planting shall not be performed if plant pits contain standing water, or if pits are over saturated to a condition which may result in an unhealthful condition for the plant. It is the Contractor's responsibility to provide a suitable growing condition for the plant material and to maintain that condition throughout the entire contract period.

After approval and transportation, and upon arrival at the construction site, the Resident Engineer will inspect the plants for any damage that may have occurred in

transit. Plants that have been damaged in transit may be rejected at no cost to the City in accordance with Section 212-1.4.1.

The lump sum price shown in the bid shall include all items incidental to tree, shrub and groundcover planting including excavation, backfill, soil amendments, fertilizer tablets, staking, drain pipes and all other items not included in other bid items to sustain healthy growing conditions for the trees, shrubs and groundcover throughout the contract period.

The Contractor's on-site plant storage area shall be approved by the Resident

308-4.2 Protection and Storage. ADD the following:

Engineer prior to the delivery of any plant materials. Any plants determined by the Resident Engineer to be wilted, broken, or otherwise damaged shall be rejected at any time during the project, whether in the ground or not. All plants shall be handled by their containers. Any plant that has been handled by its trunk or stem shall be rejected. All rejected plants shall be removed from the site immediately.

Sod shall be stored in the shade or screened from the sun.

308-4.5 Tree and Shrub Planting. ADD the following:

Organic amendment shall be Type 1.

Class "A" soil shall be used in lieu of native soil

308-6 Maintenance and Plant Establishment. ADD the following:

All bark-mulched areas and planted areas, except lawn and hydroseed areas, shall be treated with an approved granular pre-emergent herbicide according to manufacturer's specifications at the beginning of the post-construction maintenance period and, if the product specifies, additional scheduled treatments on a regular schedule, as required through the post-construction maintenance period. Verify appropriate product use on newly planted groundcovers.

The Contractor shall control weeds, disease, and pest infestations in the planting areas. The Resident Engineer shall approve all methods and materials for such control upon approval. The Contractor shall implement the control measures exercising extreme caution in using pesticides and taking all steps to ensure the safety of the public. Only licensed personnel will be permitted to perform toxic spraying.

If the Contractor fails to adequately carry out specified maintenance work, as determined necessary by the Resident Engineer, the day will not be credited as one of the plant establishment days.

Contractor shall call Resident Engineer for a final inspection two (2) weeks before the end of the post-construction maintenance period. Failure to pass inspection will result in an extension of the post-construction maintenance period as the Resident Engineer deems necessary, at no additional cost to the City.

308-7 Payment. ADD the following:

The lump sum price paid for New Irrigation System and Existing Irrigation Restoration shall include full compensation for furnishing and installing the new irrigation system and restoring and/or adjusting any existing irrigation components removed or relocated during the installation of proposed improvements, including but not limited to: valves, pipes, pull boxes, wiring, and sprinklers.

The lump sum price paid for Existing Landscape/Turf Renovation shall include full compensation for restoring areas of landscape/turf that were removed or damaged during the installation of new mow curb, irrigation, or storm drain improvements, including but not limited to: backfilling, compaction, top soil, and sod.

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

314-4 Application of Traffic Striping and Curb and Pavement Markings

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

The placement and removal of conflicting striping, painted lines, markings, pavement markers and signage, including but not limited to recording the limits of each type of pavement marker and all control points necessary to re-establish the striping and pavement markings to match the existing striping and pavement markings, in their original locations or as shown on the Plans shall be included in the Contract lump sum price for Signing, Striping and Pavement Markings.

SECTION 701 – WATER POLLUTION CONTROL

701-11 Post-Construction Requirements. To the City Supplement, ADD the following:

5. The Contractor shall comply with the following post-construction requirements:

Storm Water Quality Filter Treatment Devices.

ADD:

701-11.1 Storm Water Quality Filter Treatment Devices. Storm Water Quality Filter Treatment Devices shall be installed per the manufacturer's recommendations, in conformance with the Standard and Whitebook Specifications, and per the plans and these special provisions.

1. Acceptable Products:
 - Jellyfish JFC 6 4-2 with 15" Filters, or approved Equal
 - Jellyfish JFC 6 4-2 with 40" Filters, or approved Equal
 - Jellyfish JFC 8 6-3 with 40" Filters, or approved Equal

2. Reference Standards:

- ASTM C 891: Specification for Installation of Underground Precast Concrete Utility Structures.
- ASTM D 4097: Contact Molded Glass Fiber Reinforced Chemical Resistant Tanks.
- ASTM C 478: Specification for Precast Reinforced Concrete Manhole Sections.
- ASTM C 443: Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
- ASTM D 4101: Specification for Copolymer steps construction.

3. Shop drawings for the structure and performance are to be submitted with each order to the contractor. Contractor shall forward shop drawing submittal to the City Project Manager for approval. Shop drawings are to detail the structure precast concrete and/or fiberglass (FRP) components.

4. The device shall be rectangular and constructed from precast concrete riser and slab components or monolithic precast structure(s), installed to conform to ASTM C 891 and to any required state highway, municipal or local specifications.

a. Cartridge Deck: The rectangular concrete device shall include a coated aluminum insert. The insert shall be bolted and sealed watertight inside the precast concrete chamber and shall serve as: (a) a horizontal divider between the lower treatment zone and the upper treated effluent zone; (b) a deck for attachment of filter cartridges such that the membrane filter elements of each cartridge extend into the lower treatment zone; (c) a platform for maintenance workers to service the filter cartridges; (d) a conduit for conveyance of treated water to the effluent pipe.

b. Membrane Filter Cartridges: Filter cartridges shall be comprised of cylindrical membrane filter elements connected to a perforated head plate. The number of membrane filter elements per cartridge shall be eleven 2.75-inch (70-mm) diameter elements. The length of each filter element shall be a minimum 15 inches (381 mm). Each cartridge shall be fitted into the cartridge deck by insertion into a cartridge receptacle that is permanently mounted into the cartridge deck. Each cartridge shall be secured by a cartridge lid that is threaded onto the receptacle. The maximum treatment flow rate of a filter cartridge shall be controlled by an orifice in the cartridge lid and based on a design flux rate (surface loading rate) determined by the maximum treatment flow rate per unit of filtration membrane surface area. The maximum flux rate shall be 0.21 gpm/ft² (0.142 lps/m²). Each lightweight membrane filter cartridge shall allow for manual installation and removal. Each filter cartridge shall have filtration membrane surface area and dry installation weight as follows:

Filter Cartridge Length (in / mm)	Filtration Membrane Surface Area (ft² / m²)	Filter Cartridge Dry Weight (lbs / kg)
15	106 / 9.8	10 / 4.5
27	190 / 17.7	14.5 / 6.6
40	282 / 26.2	19.5 / 8.9
54	381 / 35.4	25 / 11.4

- c. Backwashing Cartridges: The filter device shall have a weir extending above the cartridge deck that encloses the high flow rate filter cartridges when placed in their respective cartridge receptacles within the cartridge deck. The weir shall collect a pool of filtered water during inflow events that subsequently automatically backwashes the high flow rate cartridges when the inflow event subsides. All filter cartridges shall allow for use of a manual backwashing or filtration membrane rinsing procedure to restore flow capacity and sediment capacity and extend cartridge service life.
- d. Maintenance Access to Captured Pollutants: The filter device shall contain an opening(s) that provides suitable maintenance access for removal of accumulated floatable pollutants and sediment.
- e. Bend Structure: The device shall be able to be used as a bend structure with minimum angles between inlet and outlet pipes of 90-degrees or less in the stormwater conveyance system.
- f. Baffle: The filter device shall provide a baffle that extends from the underside of the cartridge deck to a minimum length equal to the length of the membrane filter elements. The baffle shall serve to protect the membrane filter elements from contamination by floatables and coarse sediment. The baffle shall be a straight concrete or aluminum wall in the rectangular device.
- g. Sump: The device shall include a minimum 24 inches (610 mm) of sump below the bottom of the cartridges for sediment accumulation, unless otherwise specified by the design engineer.
- h. Precast Concrete Sections: All precast concrete components shall be manufactured to a minimum live load of HS-20 truck loading or greater based on local regulatory specifications, unless otherwise modified or specified by the design engineer.
- i. Gaskets: All gaskets used for the concrete joints shall be manufactured using neoprene or nitrile rubber gaskets, to prevent deterioration from presence of captured petroleum hydrocarbons. Mastic sealants or butyl tape are not an acceptable alternative as they are prone to leakage of petroleum hydrocarbons.

- j. Frame and Cover: Frame and covers must be manufactured from cast-iron and embossed with the name of the device manufacturer or the device brand name.
- k. Doors and Hatches: If provided shall meet designated loading requirements at a minimum for incidental traffic.
- l. Concrete: All concrete components shall be manufactured according to local specifications and shall meet the requirements of ASTM C 478.
- m. Steps: Steps shall be constructed according to ASTM D4101 of copolymer polypropylene, and be driven into preformed or pre-drilled holes after the concrete has cured, installed to conform to applicable sections of state, provincial and municipal building codes, highway, municipal or local specifications for the construction of such devices.
- n. Inspection: All precast concrete sections shall be inspected to ensure that dimensions, appearance and quality of the product meet local municipal specifications and ASTM C 478.

5. Installation:

The installation of a precast concrete device should conform to ASTM C 891 and to any state highway, municipal or local specifications for the construction of manholes. Selected sections of a general specification that are applicable are summarized below.

- a. The precast concrete device is installed in sections in the following sequence:
 - Aggregate base
 - Base slab
 - Treatment chamber and cartridge deck riser section(s)
 - Bypass section
 - Connect inlet and outlet pipes
 - Riser section and/or transition slab (if required)
 - Maintenance riser section(s) (if required)
 - Frame and access cover
- b. The precast base should be placed level at the specified grade. The entire base should be in contact with the underlying compacted granular material. Subsequent sections, complete with joint seals, should be installed in accordance with the precast concrete manufacturer's recommendations.

- c. Adjustment of the Storm Water Quality Filter Treatment device can be performed by lifting the upper sections free of the excavated area, re-leveling the base, and re-installing the sections. Damaged sections and gaskets should be repaired or replaced as necessary. Once the storm water quality treatment device has been constructed, any lift holes must be plugged watertight with mortar or non-shrink grout.
- d. Inlet and outlet pipes should be securely set into the device using approved pipe seals (flexible boot connections, where applicable) so that the structure is watertight.
- e. Frame and Cover Installation: Adjustment units (e.g. grade rings) should be installed to set the frame and cover at the required elevation. The adjustment units should be laid in a full bed of mortar with successive units being joined using sealant recommended by the manufacturer. Frames for the cover should be set in a full bed of mortar at the elevation specified.
- f. Filter Cartridge Installation: Filter cartridges shall be installed in the cartridge deck after the construction site is fully stabilized, unless otherwise specified by the design engineer. Manufacturer shall coordinate delivery of filter cartridges and other internal components with contractor. Filter cartridges shall be delivered and installed complete after site is stabilized and unit is ready to accept cartridges. Contractor shall take appropriate action to protect the filter cartridge receptacles and filter cartridges from damage during construction. For systems with cartridges installed prior to full site stabilization and prior to system commissioning, the contractor can plug inlet and outlet pipes to prevent stormwater from entering the device. Plugs must be removed after the device has been commissioned.

6. Performance:

The following Jellyfish performance specifications are provided for the purpose of evaluating “or equal” products:

- a. General.
 - i. Function: The Storm Water Quality Filter Treatment Device shall function to remove pollutants by the following unit treatment processes; sedimentation, floatation, and membrane filtration.
 - ii. Pollutants: The Storm Water Quality Filter Treatment Device shall remove oil, debris, trash, coarse and fine particulates, particulate-bound pollutants, metals and nutrients from stormwater during runoff events.

- iii. Bypass: The Storm Water Quality Filter Treatment Device shall typically utilize an external bypass to divert excessive flows.
 - iv. Treatment Flux Rate (Surface Loading Rate): The Storm Water Quality Filter Treatment Device shall treat 100% of the required water quality treatment flow based on a maximum treatment flux rate (surface loading rate) across the membrane filter cartridges of 0.21 gpm/ft² (0.142 lps/m²).
- b. Field Test Performance: At a minimum, the Storm Water Quality Filter Treatment Device shall have been field tested with a minimum 25 TARP qualifying storm events and field monitoring conducted according to the TARP or TAPE field test protocol, and have received NJCAT verification.
- i. Suspended Solids Removal: The Storm Water Quality Filter Treatment Device shall have demonstrated a minimum median TSS removal efficiency of 85% and a minimum median SSC removal efficiency of 95%.
 - ii. Fine Particle Removal: The Storm Water Quality Filter Treatment Device shall have demonstrated the ability to capture fine particles as indicated by a minimum median removal efficiency of 75% for the particle fraction less than 25 microns, an effluent d₅₀ of 15 microns or lower for all monitored storm events, and an effluent turbidity of 15 NTUs or lower.
 - iii. Nutrient (Total Phosphorus & Total Nitrogen) Removal: The Storm Water Quality Filter Treatment Device shall have demonstrated a minimum median Total Phosphorus removal of 55%, and a minimum median Total Nitrogen removal of 50%.
 - iv. Metals (Total Zinc & Total Copper) Removal: The Storm Water Quality Filter Treatment Device shall have demonstrated a minimum median Total Zinc removal of 55%, and a minimum median Total Copper removal of 85%.
- c. Lab Test Performance:
- Suspended Solids Removal: The Storm Water Quality Filter Treatment Device shall demonstrate the ability to remove a minimum of 85% of Sil-Co-Sil 106 (d₅₀ = 22 microns), measured as SSC, with a 95% confidence interval at the system's 100% operating rate with influent sediment concentrations ranging from 100 to 300 mg/L.

- d. Inspection and Maintenance: The Storm Water Quality Filter Treatment Device shall have the following features:
 - i. The membrane filter elements shall be designed to last a minimum three years prior to requiring replacement.
 - ii. Inspection which includes trash and floatables collection, sediment depth determination, and visible determination of backwash pool depth shall be easily conducted from grade.
 - iii. Manual rinsing or backflushing of the filter cartridges shall be possible to restore the flow capacity and sediment capacity of the filter cartridges and therefore extend cartridge service life.
 - iv. The filter device shall have a minimum 12 inches (610 mm) of sediment storage depth.
 - v. Sediment removal from the filter treatment device shall be conducted using a standard maintenance truck and vacuum apparatus, and a minimum one point of entry to the sump that is unobstructed by filter cartridges.
 - vi. Filter cartridges shall be easily maintained without the use of additional lifting equipment.

ADD:

701-11.2 Measurement and Payment. Payment for Storm Water Quality Filter Treatment Devices will be paid for Each unit and shall include full compensation for furnishing all labor, materials, tools, equipment, excavation, re-compaction, structural backfill, grading, joints, concrete, forming, reinforcing steel, and appurtenant items necessary to construct the item complete in place, including the 8” PVC SDR 40 pipe connected to each Storm Water Quality Filter Treatment Device.

SECTION 705 – WATER DISCHARGES

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

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

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

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1

Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Notice of Exemption for 38th Street Cul De-Sac Improvements, PTS No. 218413, as referenced in the Contract Appendix.

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
Notice of Exemption

NOTICE OF EXEMPTION

(Check one or both)

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

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

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

PROJECT NO.: WBS #S-00930.02.06, PTS 218413 **PROJECT TITLE:** 38th Street Cul-De-Sac

PROJECT LOCATION-SPECIFIC: The project would be located at the north end of 38th Street and Intersection of 38th Street and Dwight Street, located within the City Heights Neighborhood of the Mid-City Community Plan Area.

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

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: The scope of work for the project includes the installation of a cul-de-sac north of 38th St., the replacement of existing street pavement, and the installation of new street pavement sections where the road is undisturbed. The overall area of the cul-de-sac would cover 3,390 square feet, all of which is located on previously developed or disturbed land. In addition, the project would provide new angled parking on the east side of 38th St., with a pedestrian walkway along Park De La Cruz and Cherokee Point Park, two new curb ramps at the intersection of 38th St. and Dwight St., new curb and gutter, a 710 foot long 5 foot wide sidewalk along the east side of 38th St., and the replacement of one residential driveway apron.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, E&CP Dept (David Li, 619-533-5164), 600 B Street, Suite 800 (MS 908A), San Diego, CA 92101

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
- CATEGORICAL EXEMPTION: **EXISTING FACILITIES (15301) AND REPLACEMENT/RECONSTRUCTION (15302)**
- STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review which determined that because the project would repair and maintain portions of existing public right of way and would not have the potential to impact sensitive resources, the project meets the criteria set forth in CEQA Section 15301 which allows for maintenance to existing facilities/infrastructure and appurtenances and Section 15302 which allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located in the same location and have the same purpose and capacity; and where the exceptions listed in CEQA Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: JEFF SZYMANSKI **TELEPHONE:** (619) 446-5324

IF FILED BY APPLICANT:

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

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

Jeff Szymanski
SIGNATURE/TITLE: SENIOR PLANNER

4/26/2013
DATE

- CHECK ONE:
 SIGNED BY LEAD AGENCY
 SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B
Fire Hydrant Meter Program

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

1. **PURPOSE**

- 1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

- 3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

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3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.
- 4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**
- Process for Issuance
- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

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2. Construction and maintenance related activities (see Tab 2).

- b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
- c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
- d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
- e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
- f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
- g. After the fees have been paid and an account has been created, the

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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as "Hotline"), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter's relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 Disconnection of Fire Hydrant Meter

- a. After ten (10) months a "Notice of Discontinuation of Service" (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. **EXCEPTIONS**

- 5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 8 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

- b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

If any of the conditions stated above are not met the Meter Shop has the right to cancel the contract for floating meter use and close the account associated with the meter. The Meter Shop will also exercise the right to refuse the issuance of another floating meter to the company in question.

Any Fire Hydrant Meter using reclaimed water shall not be allowed use again with any potable water supply. The customer shall incur the cost of replacing the meter and backflow device in this instance.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 9 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

7. FEE AND DEPOSIT SCHEDULES

- 7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. These deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

**Larry Gardner
Water Department Director**

- Tabs: 1. Fire Hydrant Meter Application
2. Construction & Maintenance Related Activities With No Return To Sewer
3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip:	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use:		Check Box if Reclaimed Water

Company Information

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

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

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter
Contract Acct #:	Deposit Amount: \$ 936.00 Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05 Meter Make and Style: 6-7
Backflow #	Backflow Make and Style:
Name:	Signature: Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

Materials Typically Accepted by Certificate of Compliance

Materials Typically Accepted by Certificate of Compliance

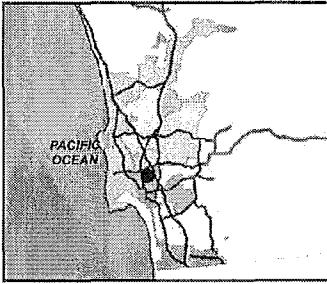
1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement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

28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

APPENDIX D
SAMPLE CITY INVOICE

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

APPENDIX E
LOCATION MAP



Location Map



38th Street Cul-De-Sac Improvements



COMMUNITY NAME:
CITY HEIGHTS

COUNCIL DISTRICT: 9
WBS: S-00930



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APPENDIX F
PRODUCT SUBMITTAL FORM



Product Submittal Form

Contractor Name: _____

Project Name: _____

SAP No. (WBS/IO/CC): _____

Drawing Number: _____

Resident Engineer Name: _____

Submittal Number: _____

List name, type, purpose and quantity of product to be used (include model number if applicable):

List location on job product is to be used (Specify locations, sheets, stations, as applicable):

Does this product deviate from the standards? Yes No If yes, explain how it deviates.

Specify sections of standards that apply/govern this product.

	Reference Specification Number(s)
Special Provisions	_____
Whitebook	_____
Greenbook	_____
ASTM	_____
AWWA	_____
UL¹	_____
Other¹	_____

¹Attach relevant pages.

What standards govern this product's installation?

Provide installation instruction and requirements as required by the Contract Documents, ASTM or Manufacturer

Independent Certified Lab Test Provided? Yes No

Certified or authorized Installer: Yes No

Has this product been used on City of San Diego projects for this type of application?

Yes No If yes, list project name(s):

Has this product been used at other municipalities for similar projects? Yes No

If yes, provide details (Municipality name, project name, and contact person including, email address and phone number).

City Response:

NO EXCEPTION TAKEN

REJECTED

SUBMIT SPECIFIED ITEM

MAKE CORRECTIONS NOTED

REVISE AND RESUBMIT

SUBMIT TO AML
COMMITTEE FOR
CONSIDERATION

CITY PROJECT MANAGER

By: _____

Name: _____

Date: _____

CITY RESIDENT ENGINEER

By: _____

Name: _____

Date: _____

ATTACHMENT F

INTENTIONALLY LEFT BLANK

City of San Diego

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

ADDENDUM "A"

FOR



38TH STREET CUL DE-SAC IMPROVEMENTS

BID NO.: K-14-5473-DBB-3
SAP NO. (WBS/IO/CC): S-00930
CLIENT DEPARTMENT: 2113
COUNCIL DISTRICT: 9
PROJECT TYPE: IK

BID DUE DATE:

2:00 PM

MARCH 19, 2014

CITY OF SAN DIEGO

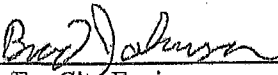
PUBLIC WORKS CONTRACTING GROUP

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ENGINEER OF WORK

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

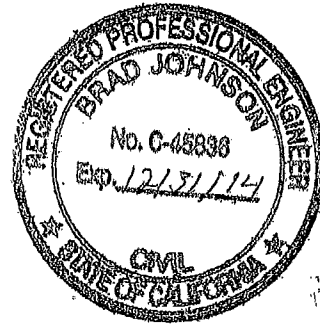


For City Engineer

3/7/14

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. VOLUME 1

1. To ATTACHMENT A, SCOPE OF WORK, Item 2, CONSTRUCTION COST, page 27, **DELETE** in its entirety and **SUBSTITUTE** with the following:

2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$794,000.00**.

2. To ATTACHMENT E the Supplementary Special Provisions, Section 6 - Prosecution, Progress and Acceptance of Work, page 37, **ADD** the following:

6-1.2 Commencement of Work. To the City Supplement, **ADD** the following:

5. A Notice to Proceed (NTP) shall not be issued until the Contractor pays the Notice of Intent (NOI) fee and obtains a WDID# per section 701-8.

3. To ATTACHMENT E, Supplementary Special Provisions, Section 307 – Street Lighting and Traffic Signal Systems, Subsection 307-2, "Payment", Page 52, **DELETE** in its entirety and **SUBSTITUTE** with the following:

307-2 Payment. To the City Supplement, **ADD** the following:

4. ~~The lump sum price paid for Street Lighting Electrical System shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing a street light, complete in place, as shown on the plans and per these Special Provisions, including but not limited to pole, mast arms, luminaire, foundation, pull boxes, handholes, conductors, wiring, fuses, conduits, and coordinating with SDG&E for the new power service connection.~~

5. An SDG&E service order will be provided to the Contractor. Payment for the new power service shall be paid by the Contractor out of the SDG&E Service Order Fee allowance.

C. VOLUME 2

1. To BIDDING DOCUMENTS, Proposal (BID), pages 10 through 14, **DELETE** in their entirety and **SUBSTITUTE** with pages 5 through 9 of this Addendum.

D. PLANS

1. To Drawing Numbered 36128-14-D, Sheet E-1, Construction Note 7, **DELETE** in its entirety.

James Nagelvoort, Director
Public Works Department

Dated: *March 7, 2014*
San Diego, California

JN/BD/lad

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of 38th Street Cul De Sac Improvements, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	 	\$
2	1	LS	237310	7-10.2.6	Traffic Control Design	 	\$
3	1	LS	237310	7-10.2.6	Traffic Control	 	\$
4	4	EA	237310	9-3.1	Install New Demountable Posts	\$	\$
5	3	EA	237310	9-3.1	Remove and Reinstall Existing Demountable Posts with New Pipe Sleeve and Chain	\$	\$
6	1	LS	321999	9-3.1	Remove and Reinstall Existing Peeler Log Fence	 	\$
7	1	LS	237310	9-3.4.1	Mobilization	 	\$
8	1	AL		9-3.5	Field Orders - Type II	 	\$50,000.00
9	1	LS	238910	300-1.4	Clearing & Grubbing	 	\$
10	10	EA	238910	300-1.4	Large Tree Removal	\$	\$
11	1,500	CY	237310	300-2.9	Unclassified Excavation	\$	\$
12	38	TN	561730	301-2.4	Stabilized Decomposed Granite	\$	\$
13	760	CY	237310	301-3.3.6	Cement Treated Base	\$	\$
14	4,416	SF	237310	302-1.12	Cold Mill AC Pavement	\$	\$

BIDDING DOCUMENTS

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
15	529	TN	237310	302-5.9	Asphalt Concrete Pavement	\$	\$
16	1	EA	237110	303-1.11	Catch Basin, Type G	\$	\$
17	1	EA	237110	303-1.11	Curb Inlet, Type B	\$	\$
18	833	LF	237310	303-5.9	Curb & Gutter (6 Inch Curb, Type G)	\$	\$
19	7,000	SF	237310	303-5.9	Sidewalk	\$	\$
20	80	LF	237310	303-5.9	6" Retaining Curb	\$	\$
21	1,180	SF	237310	303-5.9	Cross Gutter	\$	\$
22	550	SF	237310	303-5.9	Concrete Driveway (Contiguous) SDG-159	\$	\$
23	1	LS	237310	303-5.9	Reconstruct Curb for Planter Box	\$	
24	300	LF	237310	303-5.9	8" Wide Concrete Mow Curb	\$	\$
25	185	LF	238990/ 237310	303-5.9 / 304-3.4	16" Wide Concrete Mow Curb and Chain-link Fence	\$	\$
26	1	LS	238990/ 237310	303-5.9 / 304-3.4	Existing Mow Curb/Fence Renovation/Restoration	\$	\$
27	1	EA	237310	303-5.10.2	Curb Ramp Type A w/ Stainless Steel Detectable Warning Tiles	\$	\$
28	1	EA	237310	303-5.10.2	Curb Ramp Type B w/ Stainless Steel Detectable Warning Tiles	\$	\$
29	1	EA	237310	303-5.10.2	Curb Ramp Type C2 w/ Stainless Steel Detectable Warning Tiles	\$	\$
30	65	LF	237110	306-1.6	18" RCP Storm Drain	\$	\$
31	1	LS	238210	307-2	Street Lighting Electrical System	\$	\$
32	1	AL	541330	307-2	SDG&E Service Order Fee - Type I	\$	\$8,000.00

BIDDING DOCUMENTS

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
33	13,260	SF	237310	308-7	Finish Grading -Landscape Area	\$	\$	
34	13,260	SF	561730	308-7	Weed Abatement	\$	\$	
35	125	CY	561730	308-7	Type 5 Bark Mulch	\$	\$	
36	5	EA	561730	308-7	36" Box Tree	\$	\$	
37	7	EA	561730	308-7	24" Box Tree	\$	\$	
38	4	EA	561730	308-7	15 Gallon Shrub	\$	\$	
39	30	EA	561730	308-7	5 Gallon Shrub	\$	\$	
40	10	LF	561730	308-7	Root Barrier	\$	\$	
41	1	LS	561730	308-7	New Irrigation System and Existing Irrigation Restoration	 	\$	
42	1	LS	561730	308-7	Existing Landscape/Turf Renovation	 	\$	
43	1	LS	237310	314-4.3.7	Signing, Striping and Pavement Markings	 	\$	
44	1	EA	237110	701-11.2	Storm Water Quality Filter Treatment Device (Jellyfish JFC 6 4-2 with 15" Filters)	\$	\$	
45	1	EA	237110	701-11.2	Storm Water Quality Filter Treatment Device (Jellyfish JFC 6 4-2 with 40" Filters)	\$	\$	
46	1	EA	237110	701-11.2	Storm Water Quality Filter Treatment Device (Jellyfish JFC 8 6-3 with 40" Filters)	\$	\$	
47	1	LS	541330	701-13.8.4	Water Pollution Control Program Development	 	\$	
48	1	LS	237990	701-13.8.4	Water Pollution Control Program Implementation	 	\$	
49	1	AL	541330	701-13.8.4	Permit Fee – Type I	 	\$563.00	
ESTIMATED TOTAL BASE BID:							\$	

BIDDING DOCUMENTS

TOTAL BID PRICE FOR BID (Items 1 through 49 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:

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

Bidder: _____

Title: _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

Signature: _____

BIDDING DOCUMENTS

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents may cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

City of San Diego

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

ADDENDUM "B"

FOR



38TH STREET CUL DE-SAC IMPROVEMENTS

BID NO.: K-14-5473-DBB-3
SAP NO. (WBS/IO/CC): S-00930
CLIENT DEPARTMENT: 2113
COUNCIL DISTRICT: 9
PROJECT TYPE: IK

BID DUE DATE:

2:00 PM

MARCH 19, 2014

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTING GROUP

1010 SECOND AVENUE, 14th FLOOR, MS 614C

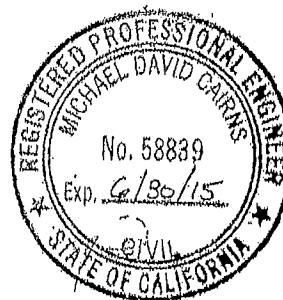
SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Michael David Cairns = 3/12/14
1) Registered Engineer Date

Seal:



Brad Johnson = 3/13/14
2) For City Engineer Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Questions pertaining to Scope or Specifications

Q1. Section 701-11.1 states that the Storm Water Quality Filter Devices must be constructed of precast concrete and fiberglass components. Will alternative materials be considered for the vessel of an approved alternate device, assuming that the sidewalk and curb face will require cast-in-place concrete?

A1. No.

Q2. Membrane Filter Cartridges that extend into a concrete sump are proprietary and have different sizing criteria than other devices verified by TARP (Section 701-11.1.6 - Performance"). For the consideration of other approved devices, can other flow rates that are independently verified by 3rd party certifications, such as TARP, be used for substitutions on this project?

A2. No.

Q3. Sheet 11 shows the Jellyfish 8-6-3 to have 9 cartridges in the plan view, but the number of cartridges identified in the table shows 6 cartridges (2 draindown and 4 hi-flo). The treatment flow rate suggests that the unit require 9 cartridges. Please clarify the treatment flow rate on this unit.

A3. The 9 cartridges shown in the plan view are correct. The table should call for 3 Draindown and 6 Hi-Flo cartridges. The treatment flow rate for this unit is 1 CFS as shown on the table.

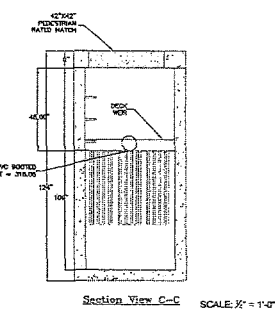
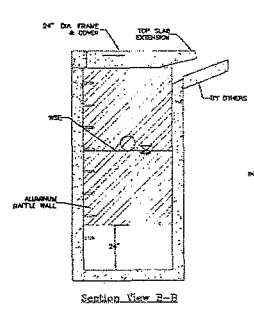
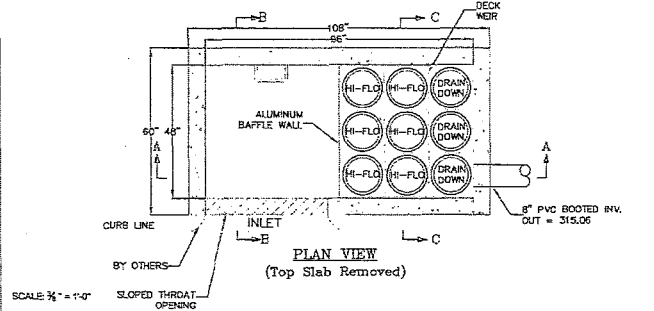
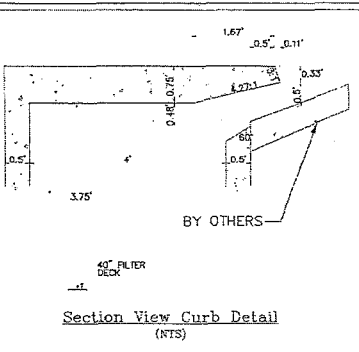
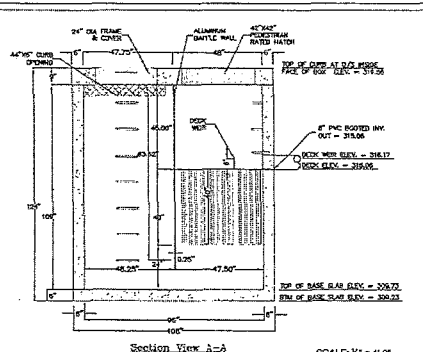
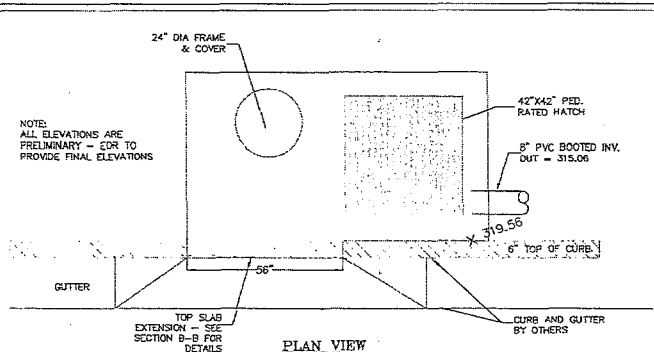
C. PLANS

1. To Drawing Numbered 36128-11-D, **DELETE** in its entirety and **REPLACE** with page 4 of 4 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *March 13, 2014*
San Diego, California

JN/BD/lad



- GENERAL NOTES:**
1. ALL DIMENSIONS INDICATED ARE IN INCHES UNLESS OTHERWISE SPECIFIED.
 2. UNLESS OTHERWISE NOTED, SPREAD INFRASTRUCTURE, SUCH AS ALL UPSTREAM DIVERSION STRUCTURES, CONNECTING STRUCTURES, OR PIPE CONDUITS CONNECTING TO COMPLETE THE JELLYFISH SYSTEM SHALL BE PROVIDED AND ADDRESSED SEPARATELY.
 3. DRAWING FOR INFORMATION PURPOSES ONLY. REFER TO EOR SITE/UTILITY PLAN FOR STRUCTURE ORIENTATION.
 4. PRODUCTION DRAWING WILL BE PROVIDED BY PRECASTER.
- NOTES:**
1. CONTRACTOR SHALL INSTALL AND LEVEL THE STRUCTURE, SEALING THE JOINTS, LINE ENTRY AND EXIT POINTS, AND ALL POINTS TO MAKE STRUCTURE WATER-TIGHT.
 2. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PREVENT UNTREATED CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL RUNOFF FROM ENTERING THE JELLYFISH CATCH BASIN.
 3. CONTRACTOR RESPONSIBLE TO CLEAN THE JELLYFISH CATCH BASIN PRIOR TO CARTRIDGE INSTALLATION AFTER THE SITE HAS BEEN STABILIZED IF UNIT IS DIRTY OR FULL OF DEBRIS.
 4. CARTRIDGE INSTALLATION SHALL OCCUR ONLY AFTER SITE HAS BEEN STABILIZED AND THE JELLYFISH UNIT IS CLEAN AND FREE OF DEBRIS. CARTRIDGES SHALL BE FURNISHED NEW, AT TIME OF FINAL ACCEPTANCE.
 5. STEPS TO BE APPROXIMATELY 1'-3" APART AND DIMENSIONS MUST MEET LOCAL STANDARDS. CONFIGURATION OF INLET AND OUTLET CAN VARY TO MEET SITE'S NEEDS.
 6. ALL SECTIONS AND PARTS TO MEET OR EXCEED ASTM C-478, ASTM C-443, AND ASTM D-4087 CORRESPONDING TO AASHTO SPECIFICATIONS, AND ANY OTHER SITE OR LOCAL STANDARDS.

STRUCTURE & MODEL NO.	CARTRIDGE LENGTH	CARTRIDGE TYPE	FLOW RATE PER CARTRIDGE (GPM)	NO. OF CARTRIDGES	CARTRIDGE LID ORIFICE OPENING FLOW RATE (GFS)	TREATMENT	INVERT OUT	TOP OF CURB - INSIDE FACE OF BOX
4' x 8' JFC8-6-3	40"	DRANDOWN HI-FLO	30	3	20 mm	1.00	315.06	319.56
			80	6	55 mm			

38TH STREET CUL-DE-SAC JELLYFISH CURB INLET JFC8-6-3 W/ 40" CARTRIDGES

SCALE AS SHOWN US CUSTOMARY UNITS

Jellyfish Filter

FILE: 17-450841-CA-JFC8-6-3.dwg
DRAWN BY: LML
DATE: DEC 21, 2012
REV: 2

1 OF 1

REGARDING STORM WATER TREATMENT ONLY, I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

m.d.c. 12/17/2013
MICHAEL CAIRNS R.C.E. 58839 DATE

CONSTRUCTION NOTES:

① THIS SHEET SHOWS GENERAL DETAILS FOR THE FILTER SYSTEM. THE GENERAL DETAILS ARE NOT INTENDED FOR CONSTRUCTION. THE CONTRACTOR MUST SUBMIT SPECIFIC SHOP DRAWINGS TO THE CITY FOR APPROVAL PRIOR TO CONSTRUCTION.

SEE SHEET 8 FOR PLAN VIEW



m.d.c. 12/17/2013
MICHAEL DAVID CAIRNS DATE

CVALDO CORPORATION
CIVIL ENGINEERING
4501 MORENA BLVD, SUITE 1110
SAN DIEGO, CA 92117
(858) 866-0128

PLANS FOR THE CONSTRUCTION OF
38TH STREET CUL-DE-SAC IMPROVEMENTS PROJECT

STORMDRAIN FILTRATION DETAILS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 11 OF 18 SHEETS

W.B.S. 500830

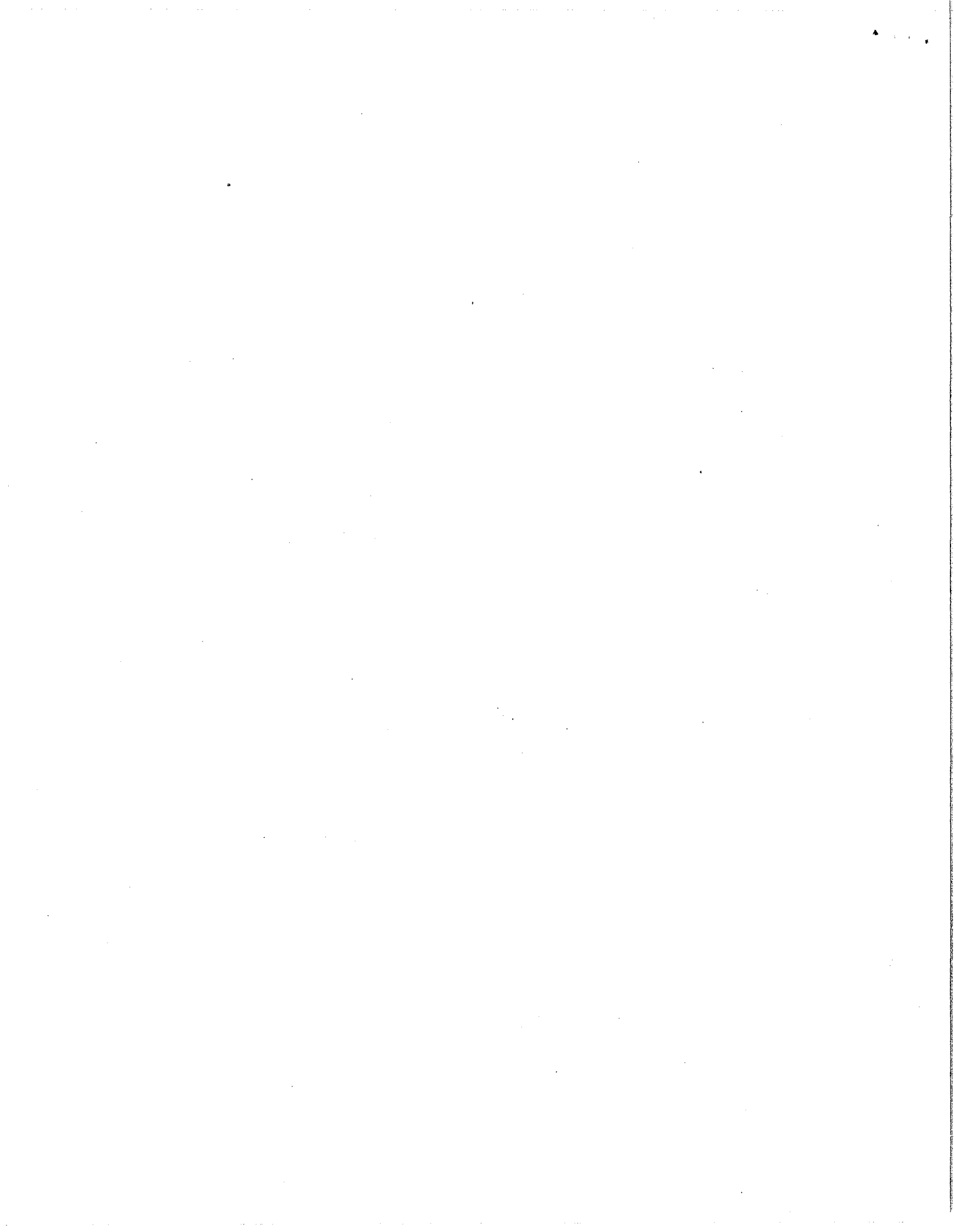
DATE: 12/17/2013
BY: DAVID LI
FOR CITY ENGINEER: ROAD JOHNSON
DATE: 12/17/2013

MARC PIRAZZINI
PROJECT ENGINEER

210-1731
6227 COORDINATOR

1850444-6292407
62293 COORDINATOR

DATE STAFFED: 12/17/2013
DATE COMPLETED: 12/17/2013
36128-11-D



City of San Diego

CONTRACTOR'S NAME: PORTILLO CONCRETE, INC.
 ADDRESS: 3527 CITRUS ST. LEMON GROVE, CA 91945
 TELEPHONE NO.: (619) 466-4639 FAX NO.: (619) 466-4685
 CITY CONTACT: Clementina Giordano - Contract Specialist, Email: CGiordano@sanidiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633
 DLi/BDoringo/LAD

CONTRACT DOCUMENTS



FOR

38TH STREET CUL DE-SAC IMPROVEMENTS

VOLUME 2 OF 2

BID NO.: K-14-5473-DBB-3
 SAP NO. (WBS/IO/CC): S-00930
 CLIENT DEPARTMENT: 2113
 COUNCIL DISTRICT: 9
 PROJECT TYPE: IK

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

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

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

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

1. Bid/Proposal.....	3
2. Bid Bond	6
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	7
4. Contractors Certification of Pending Actions.....	8
5. Equal Benefits Ordinance Certification of Compliance.....	9
6. Proposal (Bid)	10
7. Form AA35 - List of Subcontractors	15
8. Form AA40 - Named Equipment/Material Supplier List	16

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

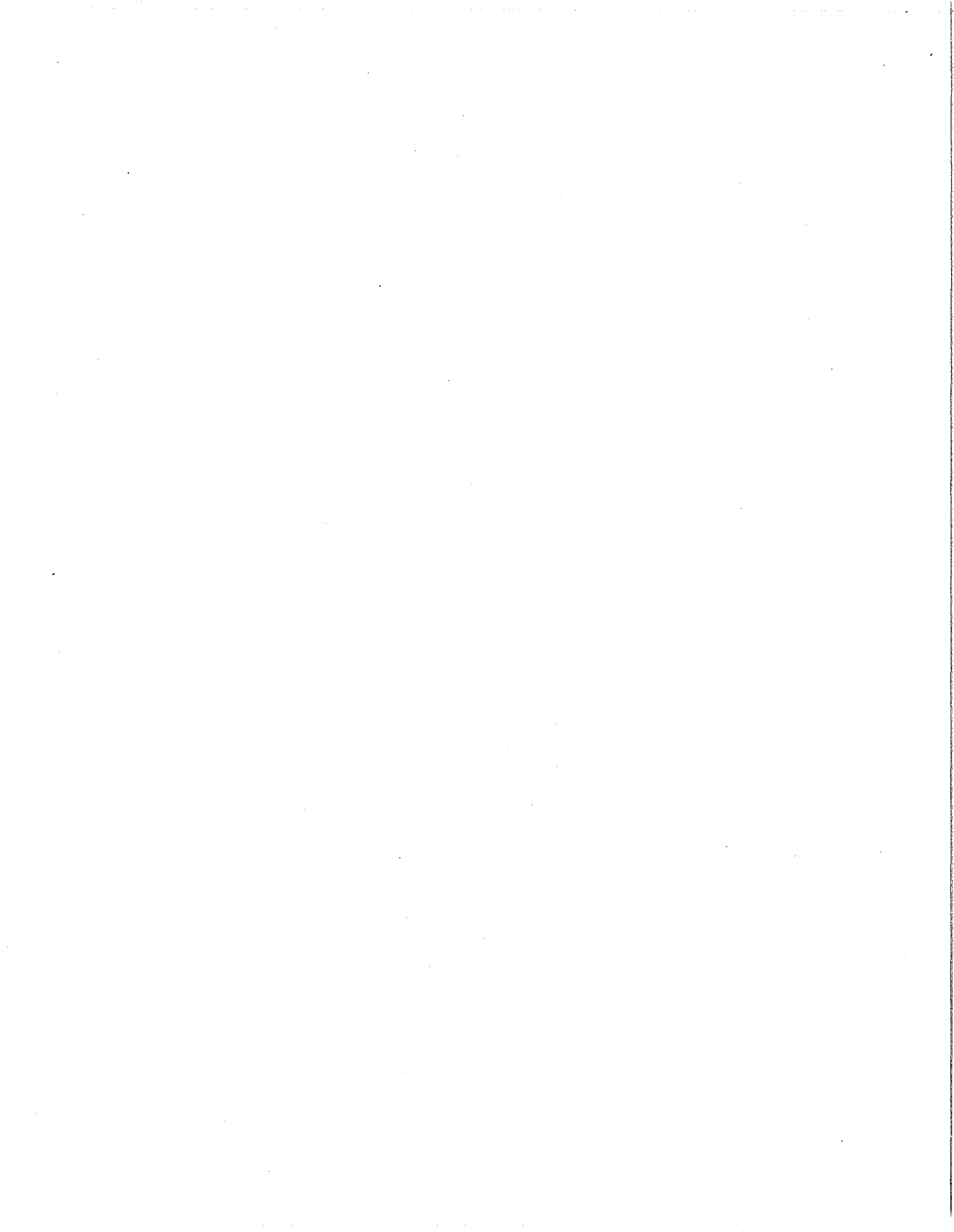
To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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



BIDDING DOCUMENTS

IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted _____

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

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

Full Name and Character of partner

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

(5) City and State _____ Zip Code _____

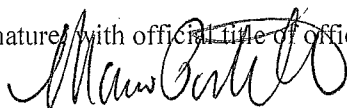
(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted PORTILLO CONCRETE, INC.

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



(Signature)

MARIO PORTILLO

(Printed Name)

PRES/CEO

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 3527 CITRUS ST.

BIDDING DOCUMENTS

(5) City and State LEMON GROVE, CA Zip Code 91945
(6) Telephone No. (619) 466-4639 Facsimile No. (619) 466-4685
(7) Email Address MPARTILLO@PORTILLOCONCRETEINC.COM

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A, B, C-8
LICENSE NO. 680144 EXPIRES OCTOBER 31, 2014

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

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

Email Address: MPARTILLO@PORTILLOCONCRETEINC.COM

THIS PROPOSAL MUST BE NOTARIZED BELOW:

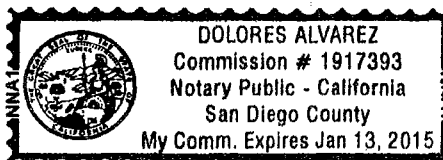
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

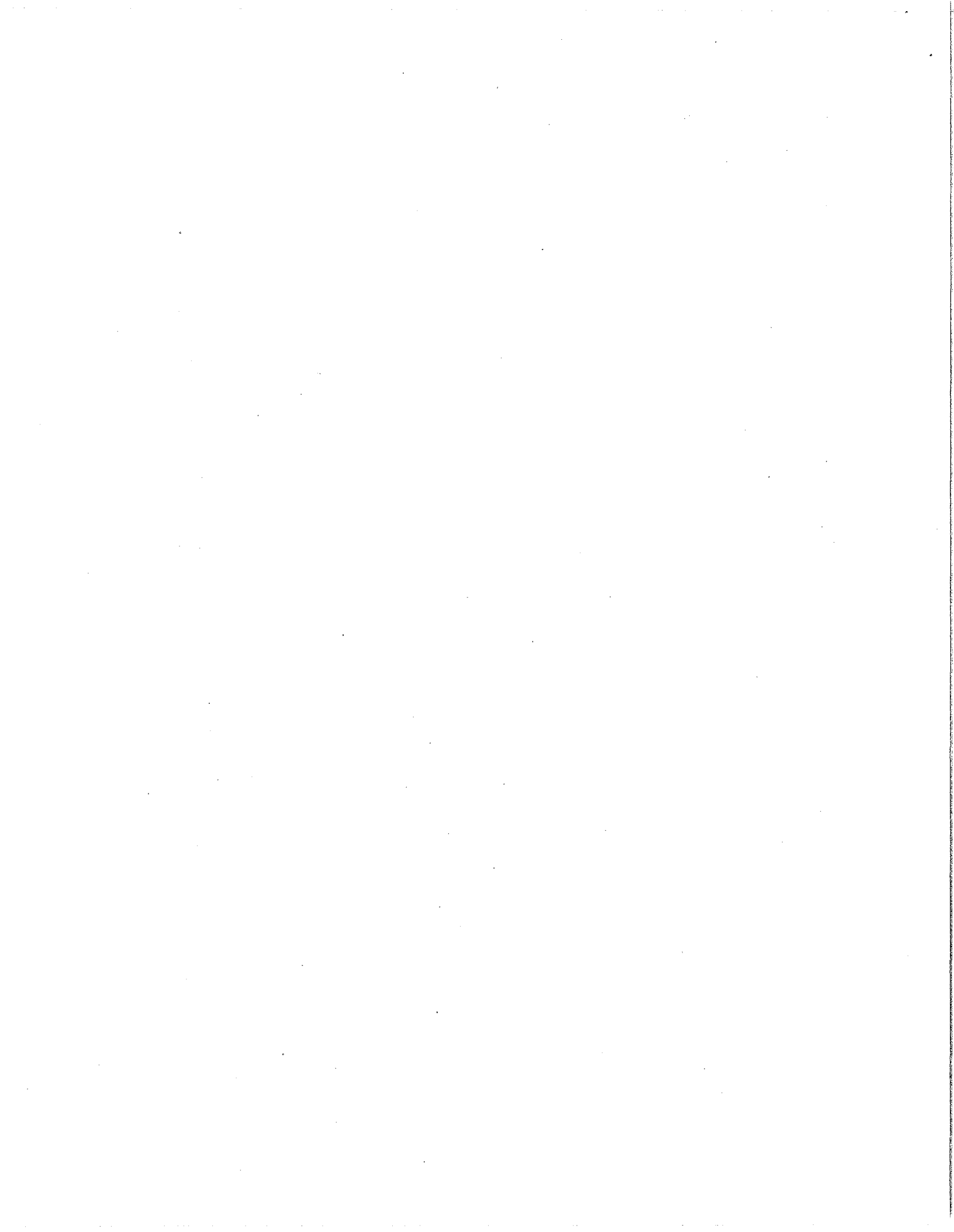
Signature *Mauricio Portillo* Title PRESIDENT/CEO

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 20TH DAY OF FEBRUARY, 2014.

Notary Public in and for the County of SAN DIEGO, State of CALIFORNIA

[Signature]
(NOTARIAL SEAL)





BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That Portillo Concrete, Inc. as Principal, and
The Ohio Casualty Insurance Company as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of 10% OF THE TOTAL BID AMOUNT for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

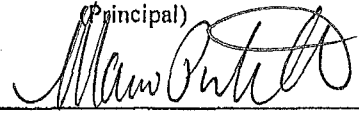
WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

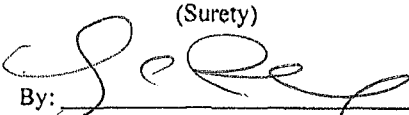
38th Street Cul-de-sac Improvements

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

SIGNED AND SEALED, this 27th day of February, 20 14

Portillo Concrete, Inc. (SEAL) The Ohio Casualty Insurance Company (SEAL)

By: 
(Signature)

(Surety)
By: 
(Signature) Cyndi Beilman
Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego }

On February 27, 2014 before me, Pam Davis, Notary Public,
Date Here Insert Name and Title of the Officer

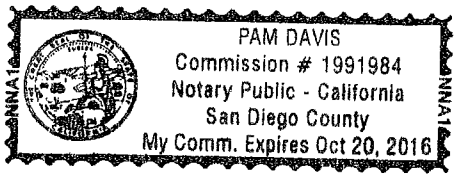
personally appeared Cyndi Beilman
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature *Pam Davis*
Signature of Notary Public Pam Davis



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: _____

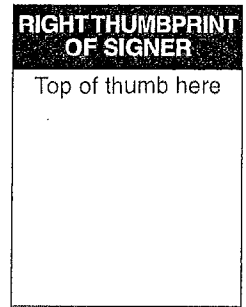
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

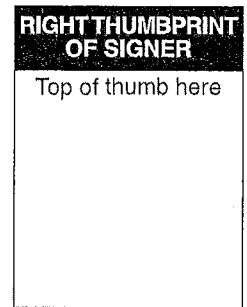
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

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

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

Certificate No. 6296186

American Fire and Casualty Company
The Ohio Casualty Insurance Company

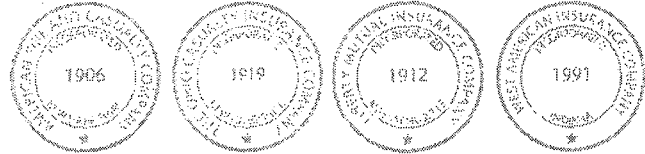
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of September, 2013.



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

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

STATE OF WASHINGTON ss
COUNTY OF KING

On this 20th day of September, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: KD Riley
KD Riley, Notary Public

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

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

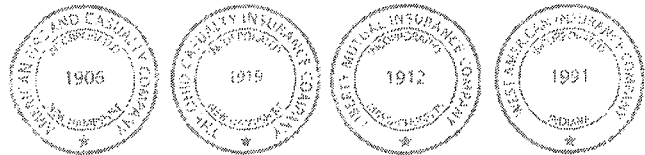
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of February, 2014.



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

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

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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego

On 03/12/2014 before me, Dolores Alvarez, Notary Public
Date Here Insert Name and Title of the Officer

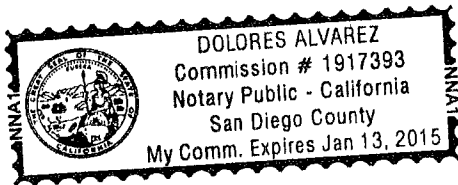
personally appeared Mario Portillo
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name 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 on the instrument the person , or the entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though 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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here


Signer Is Representing: _____

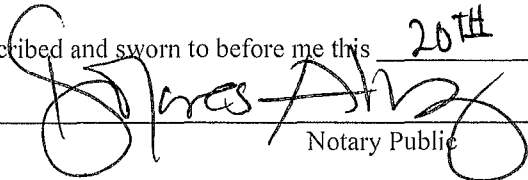
BIDDING DOCUMENTS

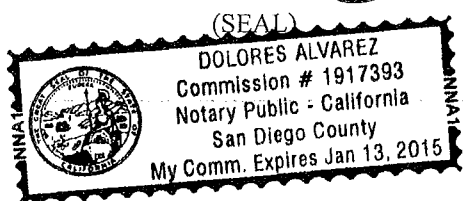
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND
PUBLIC CONTRACT CODE 7106**

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

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

Signed: 
Title: PRESIDENT / CEO

Subscribed and sworn to before me this 20TH day of FEBRUARY, 2014

Notary Public





BIDDING DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: PORTILLO CONCRETE, INC.

Certified By MARIO PORTILLO Title PRES/CEO

Mario Portillo
Signature

Date 2/20/14

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: PORTILLO CONCRETE, INC. Contact Name: MARIO PORTILLO
 Company Address: 3527 CITRUS ST., LEMON GROVE, CA 91945 Contact Phone: (619) 466-4639
 Contact Email:

CONTRACT INFORMATION

Contract Title: 38TH STREET CUL-DE-SAC IMPROVEMENTS Start Date:
 Contract Number (if no number, state location): K-14-5473-DBB-3 End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

MARIO PORTILLO - PRES/CEO *Mario Portillo* 2/20/14
 Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY

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

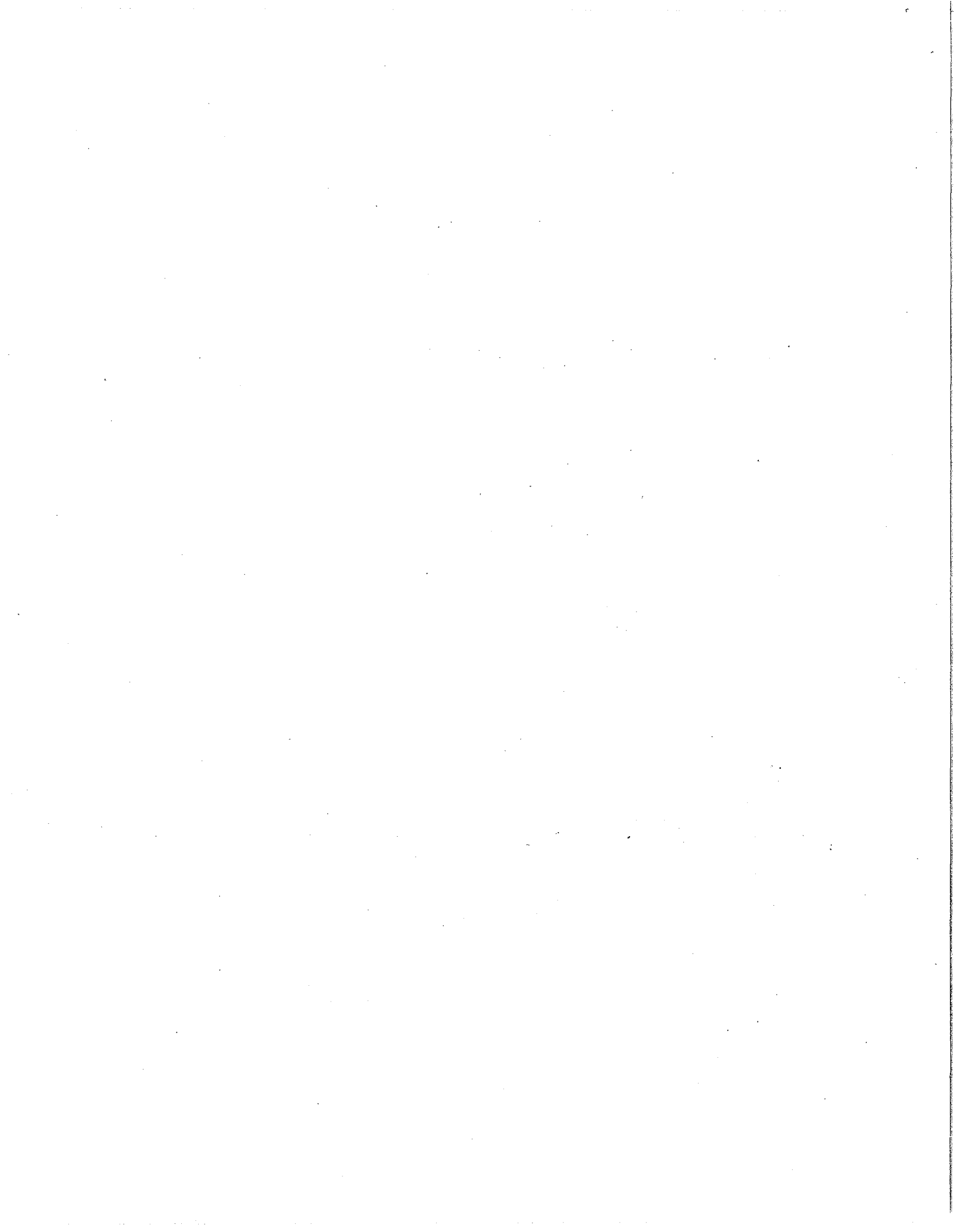
(Rev 02/15/2011)

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of 38th Street Cul De Sac Improvements, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	 	\$ 10,000 ⁻
2	1	LS	237310	7-10.2.6	Traffic Control Design	 	\$ 1,500 ⁻
3	1	LS	237310	7-10.2.6	Traffic Control	 	\$ 7,500 ⁻
4	4	EA	237310	9-3.1	Install New Demountable Posts	\$ 750 ⁻	\$ 3,000 ⁻
5	3	EA	237310	9-3.1	Remove and Reinstall Existing Demountable Posts with New Pipe Sleeve and Chain	\$ 750 ⁻	\$ 2,250 ⁻
6	1	LS	321999	9-3.1	Remove and Reinstall Existing Peeler Log Fence	 	\$ 3,500 ⁻
7	1	LS	237310	9-3.4.1	Mobilization	 	\$ 25,000 ⁻
8	1	AL		9-3.5	Field Orders - Type II	 	\$50,000.00
9	1	LS	238910	300-1.4	Clearing & Grubbing	 	\$ 42,000 ⁻
10	10	EA	238910	300-1.4	Large Tree Removal	\$ 700 ⁻	\$ 7,000 ⁻
11	1,500	CY	237310	300-2.9	Unclassified Excavation	\$ 20 ⁻	\$ 30,000 ⁻
12	38	TN	561730	301-2.4	Stabilized Decomposed Granite	\$ 212 ⁻	\$ 8,056 ⁻
13	760	CY	237310	301-3.3.6	Cement Treated Base	\$ 53 ⁻	\$ 40,280 ⁻
14	4,416	SF	237310	302-1.12	Cold Mill AC Pavement	\$ 1 ⁻	\$ 4,416 ⁻



BIDDING DOCUMENTS

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
15	529	TN	237310	302-5.9	Asphalt Concrete Pavement	\$ 104 ⁻	\$ 55,016 ⁻
16	1	EA	237110	303-1.11	Catch Basin, Type G	\$ 6,400 ⁻	\$ 6,400 ⁻
17	1	EA	237110	303-1.11	Curb Inlet, Type B	\$ 7,500 ⁻	\$ 7,500 ⁻
18	833	LF	237310	303-5.9	Curb & Gutter (6 Inch Curb, Type G)	\$ 25 ⁻	\$ 20,825 ⁻
19	7,000	SF	237310	303-5.9	Sidewalk	\$ 5.20	\$ 36,400 ⁻
20	80	LF	237310	303-5.9	6" Retaining Curb	\$ 20 ⁻	\$ 1,600 ⁻
21	1,180	SF	237310	303-5.9	Cross Gutter	\$ 15 ⁻	\$ 17,700 ⁻
22	550	SF	237310	303-5.9	Concrete Driveway (Contiguous) SDG-159	\$ 12 ⁻	\$ 6,600 ⁻
23	1	LS	237310	303-5.9	Reconstruct Curb for Planter Box	 	\$ 500 ⁻
24	300	LF	237310	303-5.9	8" Wide Concrete Mow Curb	\$ 12 ⁻	\$ 3,600 ⁻
25	185	LF	238990/ 237310	303-5.9 / 304-3.4	16" Wide Concrete Mow Curb and Chain-link Fence	\$ 68 ⁻	\$ 12,580 ⁻
26	1	LS	238990/ 237310	303-5.9 / 304-3.4	Existing Mow Curb/Fence Renovation/Restoration	 	\$ 2,000 ⁻
27	1	EA	237310	303-5.10.2	Curb Ramp Type A w/ Stainless Steel Detectable Warning Tiles	\$ 1,700 ⁻	\$ 1,700 ⁻
28	1	EA	237310	303-5.10.2	Curb Ramp Type B w/ Stainless Steel Detectable Warning Tiles	\$ 1,700 ⁻	\$ 1,700 ⁻
29	1	EA	237310	303-5.10.2	Curb Ramp Type C2 w/ Stainless Steel Detectable Warning Tiles	\$ 1,700 ⁻	\$ 1,700 ⁻
30	65	LF	237110	306-1.6	18" RCP Storm Drain	\$ 155 ⁻	\$ 10,075
31	1	LS	238210	307-2	Street Lighting Electrical System	 	\$ 16,300 ⁻
32	1	AL	541330	307-2	SDG&E Service Order Fee - Type I	 	\$8,000.00

BIDDING DOCUMENTS

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
33	13,260	SF	237310	308-7	Finish Grading -Landscape Area	\$ 0.17	\$ 2,254.20
34	13,260	SF	561730	308-7	Weed Abatement	\$ 0.08	\$ 1,060.80
35	125	CY	561730	308-7	Type 5 Bark Mulch	\$ 43 ⁻	\$ 5,375 ⁻
36	5	EA	561730	308-7	36" Box Tree	\$ 1,100 ⁻	\$ 5,500 ⁻
37	7	EA	561730	308-7	24" Box Tree	\$ 440 ⁻	\$ 3,080 ⁻
38	4	EA	561730	308-7	15 Gallon Shrub	\$ 220 ⁻	\$ 880 ⁻
39	30	EA	561730	308-7	5 Gallon Shrub	\$ 22 ⁻	\$ 660 ⁻
40	10	LF	561730	308-7	Root Barrier	\$ 33 ⁻	\$ 330 ⁻
41	1	LS	561730	308-7	New Irrigation System and Existing Irrigation Restoration	 	\$ 11,000 ⁻
42	1	LS	561730	308-7	Existing Landscape/Turf Renovation	 	\$ 11,000 ⁻
43	1	LS	237310	314-4.3.7	Signing, Striping and Pavement Markings	 	\$ 1,500 ⁻
44	1	EA	237110	701-11.2	Storm Water Quality Filter Treatment Device (Jellyfish JFC 6 4-2 with 15" Filters)	\$ 31,000 ⁻	\$ 31,000 ⁻
45	1	EA	237110	701-11.2	Storm Water Quality Filter Treatment Device (Jellyfish JFC 6 4-2 with 40" Filters)	\$ 31,000 ⁻	\$ 31,000 ⁻
46	1	EA	237110	701-11.2	Storm Water Quality Filter Treatment Device (Jellyfish JFC 8 6-3 with 40" Filters)	\$ 53,000 ⁻	\$ 53,000 ⁻
47	1	LS	541330	701-13.8.4	Water Pollution Control Program Development	 	\$ 7,300 ⁻
48	1	LS	237990	701-13.8.4	Water Pollution Control Program Implementation	 	\$ 5,000 ⁻
49	1	AL	541330	701-13.8.4	Permit Fee – Type I	 	\$563.00
ESTIMATED TOTAL BASE BID:							\$ 615,201.00

BIDDING DOCUMENTS

TOTAL BID PRICE FOR BID (Items 1 through 49 inclusive) amount written in words:

SIX HUNDRED FIFTEEN THOUSAND TWO HUNDRED ONE DOLLARS AND NO 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: A, B

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

MARIO PORTILLO - PRES/CEO

TINA PORTILLO - SEC/CFO

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.

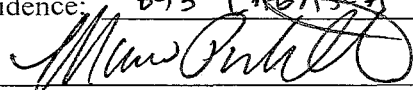
Bidder: PORTILLO CONCRETE, INC.

Title: PRES/CEO

Business Address: 3527 CITRUS ST., LEMON GROVE, CA 91945

Place of Business: LEMON GROVE, CA

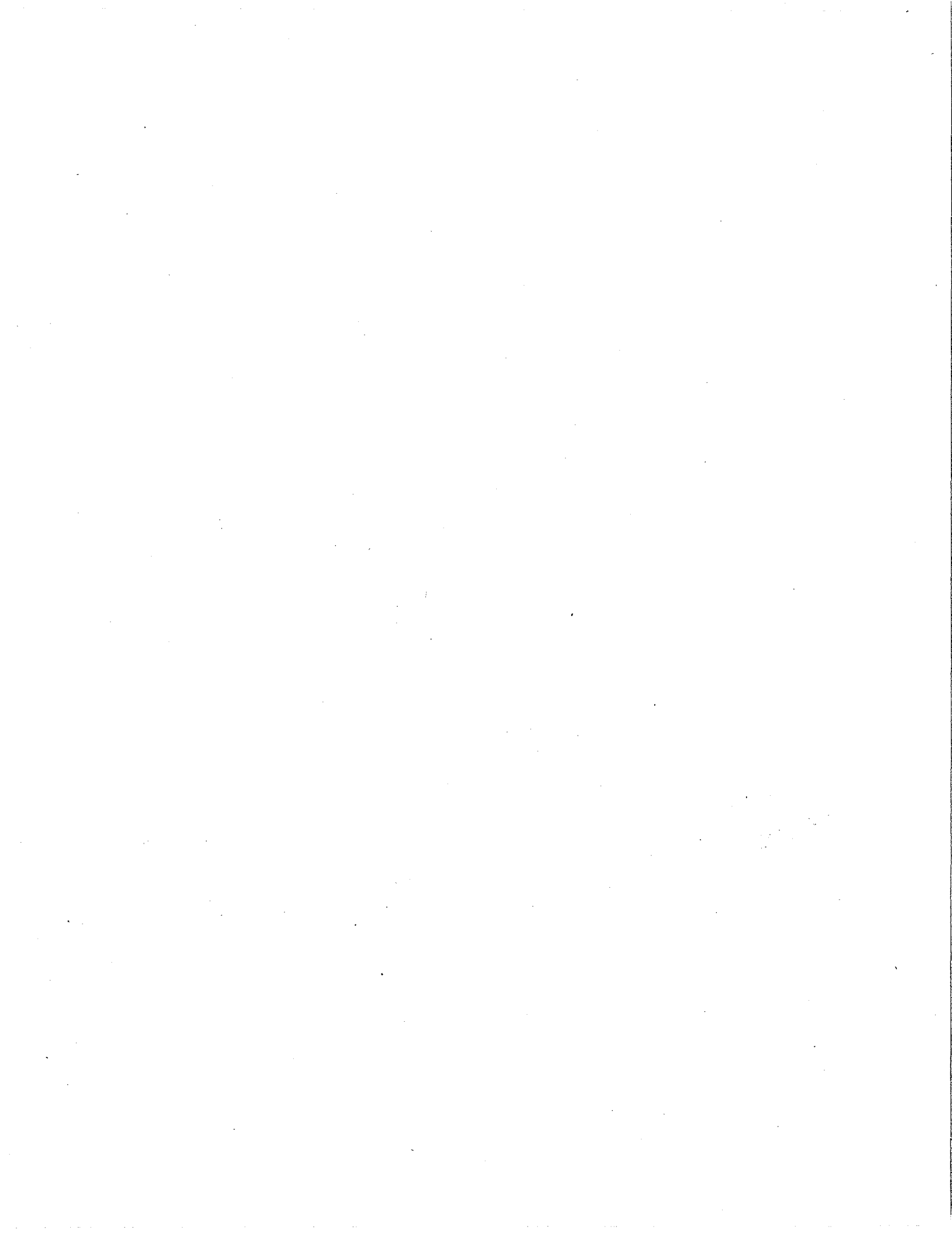
Place of Residence: 873 LABASCA PL., CHULA VISTA, CA 91911

Signature: 

BIDDING DOCUMENTS

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents may cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.



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>PERRY ELECTRIC</u> Address: <u>PO BOX 710130</u> City: <u>SANTEE</u> State: <u>CA</u> Zip: <u>92072</u> Phone: <u>(619) 449-0045</u>	CONSTRUCTOR	ELECTRICAL	\$14,800.00	SLBE	SAN DIEGO	
Name: <u>SURETY ASSOCIATES OF SOUTHERN CALIFOR.</u> Address: <u>5360 JACKSON DRIVE STE. 208</u> City: <u>LA MESA</u> State: <u>CA</u> Zip: <u>91942</u> Phone: <u>(619) 501-1899</u>	BONDS CONSTRUCTOR (MP)	BONDS	\$10,000.00	SLBE	SAN DIEGO	
Name: <u>HURRICANE 7 POWAY FENCE CO., INC.</u> Address: <u>209 TENTH ST./P.O. BOX 1636</u> City: <u>RACONA</u> State: <u>CA</u> Zip: <u>92005</u> Phone: <u>(760) 789-4142</u>	CONSTRUCTOR	CHAIN LINK FENCE	\$7,670.00	ELBE	SAN DIEGO	

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.

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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>PULLMAN ENGINEERING</u> Address: <u>6546 BARNHURST DRIVE</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92117</u> Phone: <u>(619) 610-9329</u>	CONSTRUCTOR	STORM DRAIN	\$130,700.00	SLBE	SAN DIEGO	
Name: <u>WESTERN GARDENS LANDSCAPING, INC</u> Address: <u>4616 PANNONIA ROAD</u> <u>CA</u> <u>MP</u> City: <u>CAPESBAD</u> State: <u>CA</u> Zip: <u>92008</u> Phone: <u>(760) 326-1459</u>	CONSTRUCTOR	LANDSCAPING	\$42,374.00	SLBE	SAN DIEGO	
Name: <u>McGRATH CONSULTING</u> Address: <u>P.O. BOX 20205</u> City: <u>EL CAJON</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>(619) 443-3811</u>	CONSTRUCTOR	WATER POLLUTION PROGRAM DEVELOPMENT	\$6,600.00	<u>(MP)</u> ELBE	SAN DIEGO	

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

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>CALIFORNIA TREE SERVICE, INC.</u> Address: <u>1011 E. MISSION ROAD</u> City: <u>SAN MARCOS</u> State: <u>CA</u> Zip: <u>92069</u> Phone: <u>(760) 510-9100</u>	CONSTRUCTOR	TREE REMOVAL	\$6,250.00	SLBE	SAN DIEGO	
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 ^①	WHERE CERTIFIED ^②
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.