City of San Diego

CONTRACTOR'S N.	AME:
ADDRESS:	
TELEPHONE NO.:_	FAX NO.:
CITY CONTACT:	DAMIAN SINGLETON, Contract Specialist, Email: dsingleton@sandiego.gov
	Phone No. (619) 533-3482, Fax No. (619) 533-3633
	

L SCHULTZ / A REYES / LS

CONTRACT DOCUMENTS



FOR

KELTON ROAD SIDEWALK IMPROVEMENTS

VOLUME 1 OF 2

BID NO.:	L-13-5607-DBB-1-A	
SAP NO. (WBS/IO/CC):	S-10154	
CLIENT DEPARTMENT:	2112	
COUNCIL DISTRICT:	4	
PROJECT TYPE:	IK	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

1:30 PM MAY 8, 2013 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE, SUITE 1400, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Seal:

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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

- **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: http://www.sandiego.gov.
- **2. RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **KELTON ROAD SIDEWALK IMPROVEMENTS** (Project).
- **3. DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

This project will install new popout sidewalks and guardrail on Kelton Road close to Zircon Street and west of Henry Johnson Elementary School. These improvements include lighted crosswalk, new street markings/striping, guardrail, sidewalk modifications, and curb ramp installations.

- **3.1.** The Work shall be performed in accordance with:
 - **3.1.1.** This Notice Inviting Bids and Plans numbered **36487-1-D** through **36487-5-D**, inclusive.

4. EQUAL OPPORTUNITY

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

- 3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - 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 onsite supervisors involved in employment decisions.
 - 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 - 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
 - 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
 - 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
 - 8. The Contractor disseminates its EEO Policy to union and community organizations.
 - 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
 - 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and

- provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- 11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- 12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
- 13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
- 14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
- 15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
- 16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

5. SUBCONTRACTING PARTICIPATION PERCENTAGES.

- **5.1.** The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
- **5.2.** The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 14.4%.

6. PRE-BID MEETING:

- 6.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre- qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101 at 10:00 A.M., on APRIL 16th, 2013.
- **6.2.** All potential bidders are encouraged to attend.

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

7. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- **7.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 8. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is \$126,000.00.
- **9. LOCATION OF WORK:** The location of the Work is as follows:

Kelton Road between Bethune Court and Zircon Street

- 10. CONTRACT TIME: The Contract Time for completion of the Work shall be 33 Working Days.
- 11. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
 - **11.1.** The City has determined the following licensing classification for this contract:

CLASS A

- **12. 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.
- 13. WAGE RATES: Prevailing wages are not applicable to this contract.
- 14. INSURANCE REQUIREMENTS:
 - **14.1.** 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.

14.2. 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.

15. PREQUALIFICATION OF CONTRACTORS:

15.1. 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

- **15.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- **16. 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 .		

17. 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.

- 18. 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.
- **19. 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.
- **20. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

21. AWARD PROCESS:

- **21.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **21.2.** 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.
- **21.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- **22. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- 23. 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.

24. QUESTIONS:

24.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.

- **24.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- **24.3.** Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- **24.4.** 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.
- **25. 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.
- 26. 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.
- **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.
 - **27.1.** 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.
 - **27.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
 - **27.3.** 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.
 - **27.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

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

- **28.1.** 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.
- **28.2.** 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.
- **28.3.** A Bid received without the specified bid security will be rejected as being **non-responsive**.

29. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **29.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **29.2.** 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.
- **29.3.** 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.
- **29.4.** 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.
- 29.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

- **29.6.** 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.
- **29.7.** 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.
- **29.8.** 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.

30. BID RESULTS:

- **30.1.** 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.
- **30.2.** 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.

31. THE CONTRACT:

- **31.1.** 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.
- **31.2.** 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.
- **31.3.** 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.
- **31.4.** 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.
- 31.5. 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.
- **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.
- **33. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **33.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **33.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **33.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - **33.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **33.5.** 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.
 - **33.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - **33.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

34. PRE-AWARD ACTIVITIES:

34.1. 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.**

34.2. 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.

35. REQUIRED DOCUMENT SCHEDULE:

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
7.	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
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report

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

CONTRACT FORMS AGREEMENT

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

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 **KELTON ROAD SIDEWALK IMPROVEMENTS**, on file in the office of the Public Works Department as Document No. **S-10154**, 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 **KELTON ROAD SIDEWALK IMPROVEMENTS**, Bid No. **L-13-5607-DBB-1-A**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

AGREEMENT

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM AND LEGALITY
	Jan I. Goldsmith, City Attorney
By Tony &kinich	By Por
Print Name: Tony Heinrichs Director, Department of Public Works	Print Name: RYAN P GERRITY Deputy City Attorney
Date: 7/19/13	Date: 7/19/13
CONTRACTOR	
By Lat. T. Askar	
Print Name: Hatm T, Askaw	
Title: President	
Date: 00/11/13	
City of San Diego License No. <u>620030020</u>	5 3
State Contractor's License No.: 798372	

CONTRACT/AGREEMENT ATTACHMENTS

Premium is For Contract Term And is Subject To Adjustment Based On Final Contract Price EXECUTED IN TRIPLICATE BOND NO. 1000957121 PREMIUM: \$2,707.00

CONTRACT ATTACHMENT PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

HTA CONSTRUCTION
HTA ENGINEERING & CONSTRUCTION, INC. DBA:, a corporation, as principal, and
U.S. SPECIALTY INSURANCE COMPANY
, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of
ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED DOLLARS AND 00/100
(\$113,800.00) for the faithful performance of the annexed contract, and in the sum of
ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED DOLLARS AND 00/100
(\$113,800.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **KELTON ROAD SIDEWALK IMPROVEMENTS**; Bid No. **L-13-5607-DBB-1-A**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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

bond. Dated JUNE 10, 2013 HTA ENGINEERING & CONSTRUCTION, INC. Approved as to Form and Legality **DBA: HTA CONSTRUCTION** Principal HATIM T. ASKAR, PRESIDENT Printed Name of Person Signing for Principal Jan I. Goldsmith, City Attorney U.S. SPECIALTY INSURANCE COMPANY Surety MARK D. IATAROLA, Attorney-in-fact 601 SOUTH FIGUEROA STREET, SUITE 1600 Approved: Local Address of Surety LOS ANGELES, CA 90017 Tony Heinrichs Local Address (City, State) of Surety Director, Department of Public Works 310/649-0990 Local Telephone No. of Surety Premium \$ 2,707.00 **Premium Is For Contract Term** And is Subject To Adjustment Based On Final Contract Price

Bond No. 1000957121

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	ı	
County of SAN DIEGO	}	
On 6/10/2013 before me, DEBORAH	H.D. DAVIS, NOTARY PUBLIC Here Insert Name and Title of the Officer ,	
personally appeared MARK D. IATAROLA	Name(s) of Signer(s)	
DEBORAH D. DAVIS COMM. #1929979 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Comm. Exp. APRIL 21, 2015	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	
Place Notary Seal Above	Signature of Notary Public	
	TIONAL , it may prove valuable to persons relying on the document reattachment of this form to another 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: MARK D. IATAROLA ☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☑ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other:	
Signer Is Representing:	Signer Is Representing:	

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA County of SAN DIEGO	}
On 16/11/2015 before me, BE	VERLEY J. CROSS, NOTARY PUBLIC Here Insert Name and Title of the Officer
Date	TIM T. ASKAR
personally appearedHA	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.
BEVERLEY J. CROSS COMM. #1958264 Notary Public California San Diego County My Comm. Expires Oct. 27, 2015	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
iny Commit. Expires Oct. 27, 2015	Witness my hand and official seal.
Place Notary Seal Above	Signature Signature of Notary Public
Though the information below is not required by and could prevent fraudulent remova Description of Attached Document Title or Type of Document:	y law, It may prove valuable to persons relying on the document I and reattachment of this form to another document.
	Number of Pages:
Capacity(les) Claimed by Signer(s)	
Signer's Name: HATIM T. ASKAR Individual Corporate Officer — Title(s): PRESIDENT Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	Trustee

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VOD





POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States
Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the
"Companies"), do by these presents make, constitute and appoint:

John G. Maloney, Mark D. Iatarola or Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ______*******Fifteen Million******

Dollars (\$**15,000,000.00**).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY ... UNITED STATES SURETY COMPANY ... U-S. SPECIALTY INSURANCE COMPANY

Corporate Seals







Daniel P. Aguilar, Vice President

State of California

County of Los Angeles

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

l certify under PENALTY OF PERIURY under the laws of the State of California that the foregoing paragraph is true and correct WITNESS my hand and official seal.

Signature

V.W45-

(Seal)

I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty.

Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by

Commission # 1998319

Notary Public - California

Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Loss Angeles, California this 10TH day of JUNE _______, 2013

Corporate Seals

Bond No. <u>1000957121</u> Agency No. <u>4013</u>





Jeannie Lee, Assistant Secretary

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: KI	ELTON ROAD SIDEWALK IMPROVEMENTS
	with the requirements of San Diego City Council Policy No. 100-17 as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free ations, and that;
HTA ENGINEERING &	CONSTRUCTION, INC.
(Name	e under which business is conducted)
subcontract agreement for this p	program that complies with said policy. I further certify that each project contains language which indicates the subcontractor's as of subdivisions a) through c) of the policy as outlined.
Sig	aned Hot. T. Askan
Pri	nted Name Hattim T. Askar
Tit	1e_President

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE:	KELTON ROAD SIDEWALK IMPROVEMENTS
regarding the American With Di	nr with the requirements of San Diego City Council Policy No. 100-4 isabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, ", of the project specifications, and that;
HTA ENGINEERING	ame under which business is conducted)
(Na	nme under which business is conducted)
	that complies with said policy. I further certify that each subcontract ins language which indicates the subcontractor's agreement to abide soutlined.
	Signed Hatin T. Askar
	Printed Name_ Mothin T, Askar
	Title President

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE:	KELTON ROAD SIDEWALK IMPROVEMENTS
I declare under penalty of pe HTA ENGINETIMES	erjury that I am authorized to make this certification on behalf of CANSTRUCTION, TACK, as Contractor, that
I am familiar with the require	ements of City of San Diego Municipal Code § 22.3224 regarding
	ed in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of
the project specifications, and t	that Contractor has complied with those requirements.
· ·	the Contractor's subcontractors whose subcontracts are greater than d a Pledge of Compliance attesting under penalty of perjury of having Municipal Code § 22.3224.
Dated this///h Day of	f June, 2013.
	Signed Lati T. Askan
	Signed Latin T. Askan Printed Name Natin T, Askan
	Title Reident

AFFIDAVIT OF DISPOSAL

WHEREAS, on the	DAY OF	,,	, the undersigned
entered into and executed a	i contract with the City of	i San Diego, a municipal	corporation, for:
<u>K</u>	KELTON ROAD SIDEN (Name of	WALK IMPROVEMEN Project)	<u>NTS</u>
as particularly described (WBS/CC/IO) S-10154 an affirm that "all brush, tradisposed of in a legal man materials disposed of:	d WHEREAS , the speci sh, debris, and surplus	fication of said contract materials resulting from	requires the Contractor to m this project have been
NOW, THEREFORE, in Contractor under the terms surplus materials as describ	s of said contract, the un	ndersigned Contractor, d	loes hereby affirm that all
and that they have been dis	sposed of according to all	l applicable laws and reg	ulations.
Dated this D	AY OF		
	Contracto	r	
by			
ATTEST:			
State of County of			
On this DAY OF said County and State, duly known to	commissioned and swo	rn, personally appeared_	
known to foregoing Release, and v Contractor executed the sa		ped thereto, and acknow	wledged to me that said
Notary Public in and for sa	id County and State		

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task
I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.
I also certify that I am an official representative for
Material Description:
Manufacturer:
Model:
Serial Number (if applicable)
Quantity to be supplied:
Remarks:
Signed by:
Printed Name:
Title:
Company:
Date:

City of San Diego Engineering and Capital Projects, Field Division

NOTICE OF MATERIALS TO BE USED

To:		Date:	, 20	
To:Resident Eng	ineer			
You are hereby notified that the for construction of				
in the City of San Diego, will	be obtained from sources here	in designated.	,	
CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADD MATERIAL CAN (At Source)		
It is requested that you arrange accordance with Section 4-1. your policy. It is understood for incorporating in the wo specifications, nor does it punsuitable.	11 of the WHITEBOOK, whathat source inspection does nork, materials that comply in	ere it is practicable, and ot relieve the Contracton all respects with the	ad in accordance with r of full responsibility e contract plans and	
Distribution:				
Supplier		Yours truly,		
Signature of Supplie	<u> </u>	Ac	ldress	
		Phone Number:	_	

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SSP (Rev. July 2012) Kelton Road Sidewalk Improvements **29** | Page

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 shall be between school's student drop-off in the morning (AM hrs TBD) and pick-up (afternoon) hours. Contact Henry Johnson Elementary Schoool at (619) 264-0103. Stop & Restart work minimum fifteen minutes before or after school pick up or drop-off time, this includes providing safe pedestrian access including crossing and traffic controls to be removed along the frontage of the Johnson Elementary School.

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.
- **2-14.3 Coordination.** To the City Supplements, ADD the following:

Other adjacent City project(s) is (are) scheduled for construction for the same time period in the vicinity of Encanto Neighborhood, Mid-City Area. See Appendix "E" for approximate location. Coordinate the Work with the adjacent project as listed below:

a) Pipeline Rehabilitation, Laila Nasrawi, phone no. (619) 533-4619

SSP (Rev. July 2012) 30 | Page

SECTION 4 - CONTROL OF MATERIALS

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

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) no less than 15 Working Days prior to Bid due date and on a City form when provided by the City.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

ADD:

- 6-2.2 General Working Hours Restrictions.
- **General**. This project is subject to date and time restrictions for work performed in the vicinity of schools. The specific dates and times for these restrictions are subject to change. The Contractor shall verify the most current date and item restrictions with the City Engineer prior to start of construction. The Contractor shall also reconfirm these restrictions with the City Engineer prior to the start of any phase of work subject to the restrictions. Additionally, the Contractor shall coordinate with the City Engineer to establish the vicinity around each school within which the work restrictions apply. The Contractor shall assume that work may not be performed within the vicinity of a school when the work restrictions are in effect. The following date and time restrictions apply to this project.
- **6-2.2.2 Date Restrictions.** Date restrictions for Johnson Elementary School on year round calendar. Work restrictions apply on all dates that school is in session on all dates except the following general time periods:

Year Round School Calendar:

- 1. Weekends (Saturday and Sunday)
- 2. National and School Specific Holidays
- 3. Thanksgiving Break (one week in November)
- 4. Winter Break (four weeks in December/January)
- 5. Spring Break (three weeks in April)
- 6. Summer Break (six weeks in July/August)
- 7. Statewide Testing (three weeks in May/June)
- 6-2.2.3 Time Restrictions. Work time restrictions apply on any day that school is in session. Work must stop during the work restrictions and can begin after the work restriction, this includes but is not limited to: remove all traffic controls, patch up any sidewalk work necessary provide full pedestrian access on sidewalks, provide a safe crossing along the frontage of Johnson Elementary School and any other items as direction by the Engineer. The work restrictions for Johnson Elementary School will be in place during the following general times:
 - 1. Between 7:15 am and 7:45 am Monday through Friday

SSP (Rev. July 2012)

- 2. Between 1:50 pm and 2:20 pm Monday, Wednesday, Thursday, and Friday
- 3. Between 11:00 am and 11:30 am Tuesday

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,

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- 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:

General Annual Aggregate Limit	Limits of Liability	
	•	
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.
- **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.

T-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.

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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

SSP (Rev. July 2012)

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.
- **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.
- **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:

Workers' Compensation	Statutory Employers Liability
-	
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,

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employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-10.2.3 Traffic Control Devices. To the City Supplements, ADD the following:

20. A safe crossing on Kelton Road in front of Johnson Elementary School should be maintained at all times. This may include installation of a temporary crosswalk with temporary striping on Kelton Road adjacent to Johnson Elementary School. Sidewalk pedestrian access on both sides of the roadway along the frontage of Johnson Elementary School should be maintained during the work restriction times in Section 6-2.2.3. This may require that the sidewalks at the existing crosswalk be patched up for pick-up and drop-off times to provide safe pedestrian access along the frontage of the school.

7-10.2.6 Measurement and Payment. Add the following:

The payment for the traffic control shall include full compensation for all labor, materials, equipment, temporary striping, removal of temporary striping, and any materials or equipment required to perform the work or as directed by the Engineer.

- **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 ³4".
- 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 - MEASUREMENT AND PAYMENT

- **9-3.2.5 Withholding of Payment.** To the City Supplements, 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."

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SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

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

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

SECTION 300 – EARTHWORK

- **Payment.** To the City Supplements, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:
 - 2. Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.
- **300-1.4 Payment.** To the City Supplements, ADD the following:
 - 7. The lump sum price for Clearing and Grubbing shall include protection or , removal of existing fences, of all miscellaneous concrete, pavement, curb and gutter, sidewalk, and the adjustment of all water meter boxes sewer manholes, pull boxes, hand holes and all other existing improvements that are shown on the plans for removal, directed by the Engineer to be removed, or otherwise required to perform the work.

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 and grading excess dirt behind new sidewalks including the removal, sloping, grading, compaction, rounding tops and ends of excavation, treatment, storage, stockpiling, transportation within the project side, loading, disposal, export, and hauling of unsuitable, wet, or surplus material off site.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

Measurement and Payment. ADD the following:

Payment for square feet of PCC Sidewalk shall include full compensation for all labor, materials, equipment, meter box and pull box adjustments, sign relocations, and incidentals required to install PCC Sidewalks, per plan, per specifications, and as directed by the Engineer.

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Payment for linear feet of Type "G" Curb & Gutter per SDG-151 shall include full compensation for all labor, materials, grading, repair of adjacent pavement, equipment, painting of red curbs, and incidentals required to install curb and gutter in all locations including adjacent to driveways, per plan, per specifications, and as directed by the Engineer.

Payment for sidewalk grade beam with integrated chain link fence shall include for compensation for all labor, materials, grading, and incidentals required to install detailed grade beam and to salvage existing fence and relocate new poles with hardware on the grade beam , per plans, per specifications, and as directed by Resident Engineer.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

Measurement and Payment. ADD the following:

Payment for linear foot of Repair Existing Fence shall include new posts in concrete.

304-2.2.3 Measurement and Payment. ADD the following:

Payment for linear foot of Metal Beam Guardrail per Caltrans Drawing No. A77A1 shall include full compensation for all labor, materials, demolition, disposal, excavation, grading, repair of adjacent pavement, equipment, remove and salvage or repair existing metal beam guardrail, and incidentals required to install the guardrail per plan, per specifications, and as directed by the Engineer.

Salvaging shall be include the removal, disassembly, preparation, marking, bundling, packing, tagging, hauling and stockpiling of salvaged materials or facilities as directed by the Engineer. Materials designated to be salvaged or reused that are damaged, as determined by the Engineer, shall be segregated from undamaged material. The damaged material shall become the property of the Contractor and shall be disposed of in conformance with these Special Provisions. Materials to be salvaged or reused that are damaged as a result of the Contractor's operations and must still be reused shall be repaired by the Contractor, at the Contractor's expense, to the satisfaction of the Engineer. Materials that must be reused that are damaged beyond repair as a result of the contractor's operations shall be disposed of and replaced at the Contractor's expense.

The lineal feet payment for Metal Bean Guardrail with End Anchor Assembly per Caltrans Drawing No. A77H1 and for Metal Beam Railing Terminal System (Type SRT) per Caltrans Drawing No. A77L1 shall include full compensation for installation of salvaged metal beam guardrail or new metal beam guardrail all labor, materials, demolition, disposal, excavation, grading, backfill post holes, repair of adjacent pavement, equipment, and incidentals required to install the guardrail, end anchor assembly and, railing terminal system per plan, per specifications, and as directed by the Engineer.

All materials including posts, blocks, and hardware and guardrail if necessary shall be new, with the exception of the salvaged metal beams.

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Payment. To the City Supplement, ADD the following:

The payment for signing shall include full compensation for the labor, materials, equipment for the removal of existing signs, relocation of existing signs, installation of new signs as indicated on the plans and necessary to complete the work and/or as may be directed by the Engineer. These signs include but are not limited to: advance warning signs, school signs, and any other roadway signs as indicated on the plans or directed by the Engineer.

SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION

OPEN TRENCH OPERATIONS. To the City Supplements, 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 701 – WATER POLLUTION CONTROL

Post-Construction Requirements. To the City Supplement, second paragraph, ADD the following:

Comply with the following post-construction requirements:

Inlet markers.

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 **Kelton Road Sidewalk Improvements,** DEP No. **S-10154**, as referenced in the Contract Appendix. You must comply with all requirements of the **Notice of Exemption** as set forth 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)

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SUPPLEMENTARY SPECIAL PROVISIONS **APPENDICES**

APPENDIX A

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one	or both)	OI EMENT TIO	`
	RECORDER/COUNTY CLERK P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422	FROM:	CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101
	OFFICE OF PLANNING AND RESEARCH 1400 TENTH STREET, ROOM 121 SACRAMENTO, CA 95814		
PROJECT NO	<u>.:</u> S-10154	PROJECT	TITLE: Kelton Road Pedestrian Improvements
PROJECT Loc Luber Street	CATION-SPECIFIC: The project is located alor to the south within the Encanto Neighborhood	ng a portion of Keltood of the Southeaste	on Road between Zircon Street to the north and rn San Diego Community Planning Area.
PROJECT LO	CATION-CITY/COUNTY: San Diego/San Dieg	0	
portion of pa existing cros pedestrian sa	NOF NATURE AND PURPOSE OF THE PROJECT: vement, curb, gutter, sidewalk, guardrail and swalk with a new grid-powered lighted cross fety. Additional improvements would include work would occur within the City of San Diegover	guardrail end treatr walk with the goal of le installation of two	nents along Kelton Road in order to replace an of providing better access and increasing
NAME OF PU	BLIC AGENCY APPROVING PROJECT: City of	San Diego	
NAME OF PE	RSON OR AGENCY CARRYING OUT PROJECT:		ego, E&CP Dept/Jason Guise uite 800 (MS 908A) 92101
() Mi () DE () EM (X) CA (No	TUS: (CHECK ONE) NISTERIAL (SEC. 21080(b)(1); 15268); ECLARED EMERGENCY (SEC. 21080(b)(3); 1526 EERGENCY PROJECT (SEC. 21080(b)(4); 1526 ETEGORICAL EXEMPTION: 15301(c) (Existing ew Construction or Conversion of Small Struatutory Exemptions:	9 (b)(c) Facilities), 15302 (Replacement or Reconstruction) and 15303
allow for the no or negligil facilities whe substantially	repair, maintenance and minor alteration of epole expansion of use beyond existing condition or the new structure/facility will be located of the same purpose and capacity as the structure luding public right-of-way infrastructure imp	existing streets, side ons; replacement or on the same site as the re/facility replaced;	ne structure/facility replaced and has construction of limited small facilities or
LEAD AGENC	Y CONTACT PERSON: Jean Cameron	TE	ELEPHONE: (619) 446-5379
2. HAS	FACH CERTIFIED DOCUMENT OF EXEMPTION F. S A NOTICE OF EXEMPTION BEEN FILED BY THI \mathbf{Y} ES () NO	E PUBLIC AGENCY A	PPROVING THE PROJECT? ABOVE ACTIVITY TO BE EXEMPT FROM CEQA $ \frac{3/8}{1} $ DATE
JEAN CAMERO CHECK ONE:	DN/SENIOR PLANNER	_	DATE
(X) SIGNED F	BY LEAD AGENCY BY APPLICANT	DATE RECEIVED F	OR FILING WITH COUNTY CLERK OR OPR:

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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 1OF 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. <u>AUTHORITY</u>

- 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. <u>DEFINITIONS</u>

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

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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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- 11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any reinstallation.
- 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
- 13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
- 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
 - 1. Temporary irrigation purposes not to exceed one year.

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- 2. Construction and maintenance related activities (see Tab 2).
- b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
- c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
- d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
- e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
- f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
- g. After the fees have been paid and an account has been created, the

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. EXCEPTIONS

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

6. **MOBILE METER**

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

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

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
 - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
 - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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7. FEE AND DEPOSIT SCHEDULES

7.1 Fees and Deposit Schedules: The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. Theses 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. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

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

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

Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

APPENDIX

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Customer Support Division

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Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

Distribution:

DI Manual Holders

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re Hydrant Location: (Attach detailed ma	ip, Thomas Bro	os. map location or con	struction drawing.)
	3. ×		
pecific Use of Water:			
· · · · · · · · · · · · · · · · · · ·			
ny return to Sewer or Storm Drain, if so, e	explain:		
		(A.44)	*
stimated Duration of Meter Use:			Check Box if Reclaimed Water
Company Information		And the destroyed and for some second	
Company Name:			- 1
failing Address	:		-
ity:	State:	Zip Code:	Phone: ()
Business License #:	11	*Contractor Licen	se #:
A copy of the Contractor's License and/or Busin	ness License is re	equired at the time of mete	er issuance.
lame and Title of Agent:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Phone: ()
Site Contact Name and Title:		A	Phone: ()
Pager#:	· Service of the service · Service of the service o	o estra appropria	- Cell : ()
	Title:		
Responsible Party Name:			
Responsible Party Name: Social Security or Cal ID #:			Phone: ()
Responsible Party Name: Social Security or Cal ID #:	40		Phone: ()
Social Security or Cal ID #: Signature:			Date:
Social Security or Cal ID #:	f this meter, Insures	that employees of this organization	Date:
Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use o			Date:
Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use of Fire Hydrant Meter Re	emoval .	Request	Date: on understand the proper use of Fire Hydrant Meter.
Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use of Fire Hydrant Meter Re Check Box to Request Removal of	emoval .	Request	Date:
Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use of Fire Hydrant Meter Re Check Box to Request Removal of	emoval .	Request	Date: on understand the proper use of Fire Hydrant Meter.
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Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use of Fire Hydrant Meter Re Check Box to Request Removal of Provide current Meter location if different Signature: Phone: ()	emoval in the second of Above Meter from above:	Request Frequested Title: Pager: ()	Date: on understand the proper use of Fire Hydrant Meter. d Removal Date:
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Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use of the control of the contr	emoval in the second of Above Meter from above:	Request Title: Pager: () To Office Use Only Deposit Amount: \$	Date: on understand the proper use of Fire Hydrant Meter. d Removal Date: Date:
Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use of Fire Hydrant Meter Re Check Box to Request Removal of Provide current Meter location if different Signature: Phone: () City Meter Private Meter CIS Account #:	emoval in the second of Above Meter from above:	Request Requested Title: Pager: () Or Office Use Only Deposit Amount: \$	Date: Ion understand the proper use of Fire Hydrant Meter. d Removal Date: Date: Fees Amount: \$
Social Security or Cal ID #: Signature: Guarantees payment of all charges resulting from the use of the charges payment of all charges resulting from the use of the charges payment of all charges resulting from the use of the charges payment of all charges resulting from the use of the charges payment of all charges resulting from the use of the charges payment of all charges resulting from the use of the charges payment of all charges resulting from the use of the charges payment of all charges resulting from the use of the charges resulting from the use	emoval in the second of Above Meter from above:	Request Requested Title: Pager: () Or Office Use Only Deposit Amount: \$ Meter Size:	Date: on understand the proper use of Fire Hydrant Meter. d Removal Date: Date: Fees Amount: \$ Meter Make & Style:

\$1,108.45 - FOR 24 HR INSTALLATION \$1,052.26 - FOR 48 HR INSTALLATION

FHM App Created: 11/2/00-htp

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO RETURN TO SEWER:

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

Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

"Exhibit C"

Date	
Name of Responsible Party Company Name and address Account Number:	
Subject: Discontinuation of Fire Hydrant Meter Service	
Dear Water Department Customer:	
The authorization for use of Fire Hydrant Meter #, 1 ends in 60 days and will be removed on or after (Date authorization additional 90 days must be submitted in writing for consideration 30 you require an extension, please refer to the Water Departments', Defurther information and procedure.	days prior to the discontinuation date. It
Mail your request for an extension to:	
City of San Diego, Water Department Attn: Meter Services 2797 Caminito Chollas San Diego, Ca. 92105-5097	
Should you have any questions regarding this matter, please call the \overline{xxxx} .	Fire Hydrant "Hot Line" at: (xxx) xxx-
Sincerely,	
City of San Diego Water Department	

	/drant		(EXHIBIT D)
Department Reloca	ite/Rem	noval R	equest
Date:		to (xxx) xx	Complete pertin c-xxxx, mail, or ha t/Meter Shop at:
Meter Information			
Billing Account #:			Requested Me
Current Fire Hydrant Meter Locat	tion:		
New Meter Location: (Attach a d	etailed map,	Thomas Bros	map location or c
Company Information			
Company Name:			
Mailing Address			

For Office Use Only				
NS Req:	FHM Fac #:			
Date	By			

Department Relocate/F	Removal Re	quest	Date	By
Date:	to (xxx) xxx-	xxxx, mail, or hai	ent information then F nd-deliver to the City 2707 Caminito Cholla	FAX both form and map of San Diego, Water
Meter Information	•		San Diego, CA	
Billing Account #:		Requested Mo	ve Date:	-
Current Fire Hydrant Meter Location:				
New Meter Location: (Attach a detailed	map, Thomas Bros m	ap location or co	nstruction drawing.)	
Company Information Company Name:				
Mailing Address				
City:	State:	Zip Code:	Phone: ()	· · · · · · · · · · · · · · · · · · ·
Name and Title of Requestor:			Phone: ()	
Site Contact Name and Title		e tille som	Phone: ()	: The second second
Pager #:			Cell ()	
Responsible Party Name authorizing rel	location fee:			·
Signature:	Title:	-	Date:	
Fire Hydrant Meter R Check Box to Request Removal Provide current Meter location if differen	of Above Meter		i Removal Date:	
Signature:		Title:		Date:
Phone: ()		Pager: ()		
CIS Account #:	For Office Fees	Use Only Amount: \$		Postal region
Meter Serial #:		Size:	Make/Style	
Backflow #:		Size:	Make/Style	
Name:	Sign	ature:	10000	Date:

FHM Relocate_Removal Form

Name:

FHM App Created: 11/2/00-htp

APPENDIX C

SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123				Contractor's Name:							
Project Name:					Contractor's Address:						
SAP No. (WBS/IO/CC):					Contractor 5 Address.						
City Purchase Order No. :					Contracto	or's Phone	#•		Invoice No.		
Resident Engineer (RE):										Invoice Date:	
<u> </u>											
RE Pho	one#:	RE Fax#:					Contact Name: Billing P				
Item #	Item Description	Unit		ct Authorizati Price	Extension	%/OTY	s Estimate This Estimate Amount %/QTY Amoun			Totals to Date % / QTY Amount	
1	2 Parallel 4" PVC C900	LF	Qty 1,380	\$34.00	\$46,920.00	%/Q11	Amount	% / Q1 Y	Amount	% / Q1 Y	Amount
	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
3	21 drainer 12 Secondary Seco	Li	1,120	Ψ33.00	ψ32,300.00						
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						
-	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10		\$2,920.00						
9	4" Blow Off Valves	EA	2		\$19,600.00						
	Bonds	LS	1	\$16,000.00	\$16,000.00						
	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						
	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
12	CHANGE ORDERS	Lis		\$1,400.00	\$1,400.00						
Change	Order 1	4,890									
Items 1		4,070			\$11,250.00						
	Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)						
	Order 2	160,480	120	-\$35.00	(50,500.00)						
Items 1		100,400			\$95,000.00						
	Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)						
	Encrease bid Item 9	LF	8	\$9,800.00	\$78,400.00						
Change	Order 3 (Close Out)	-121,500									
Item 1	Deduct Bid Item 3		53	-500.00	(\$26,500.00)						
Item 2	Deduct Bid Item 4	LS	-1	45,000.00	(\$45,000.00)						
Items 3	-9		1	-50,500.00	(\$50,500.00)						
	CHMMADW							Total	Ф	T.4.1 DW 7	#A AA
	SUMMARY							This	\$ -	Total Billed	\$0.00
	ginal Contract Amount					Retention and/or Escrow Payment Schedule		dule			
	roved Change Order 1 Thru 3					Total Retention Required as of this billing					
	l Authorized Amount (A+B)									PO or in Escrow	
D. Tota	l Billed to Date					Add'l Amt to Withhold in PO/Transfer in Escrow:		:			
E. Less	Total Retention (5% of D)						Amt to Re	lease to Co	ontractor fi	rom PO/Escrow:	
F. Less	F. Less Total Previous Payments										
G. Payı	nent Due Less Retention					Contracto	or Signatu	re and Dat	te:		
H. Ren	naining Authorized Amount										

APPENDIX D

LOCATION MAP



PROJECT NAME Kelton Road Pedestrian Improvement

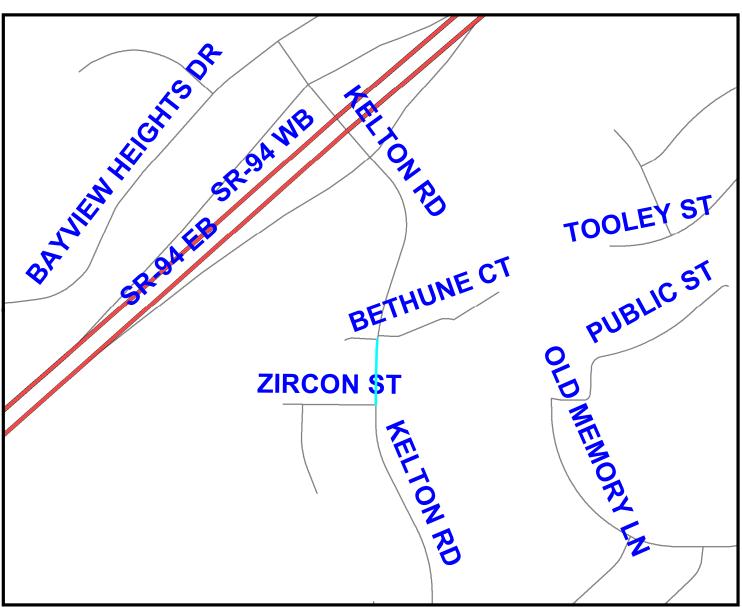
SENIOR ENGINEER Brad Johnson 619-533-5120

PROJECT ENGINEER Kileyesus Zaid 619- 533 - 5251 PROJECT MANAGER Louis Schultz 619-533-4668

PUBLIC INFORMATION OFFICER Pierrette Storey 619-533-3781



Division Name - E&CP-ROWD



Legend

S10154 Kelton Road Pedestrian Improvement

Appendix D – Location Map - Kelton Road Sidewalk Improvements

COMMUNITY NAME: ENCANTO, SE

COUNCIL DISTRICT: 04

SAP ID: S-10154



w Scale

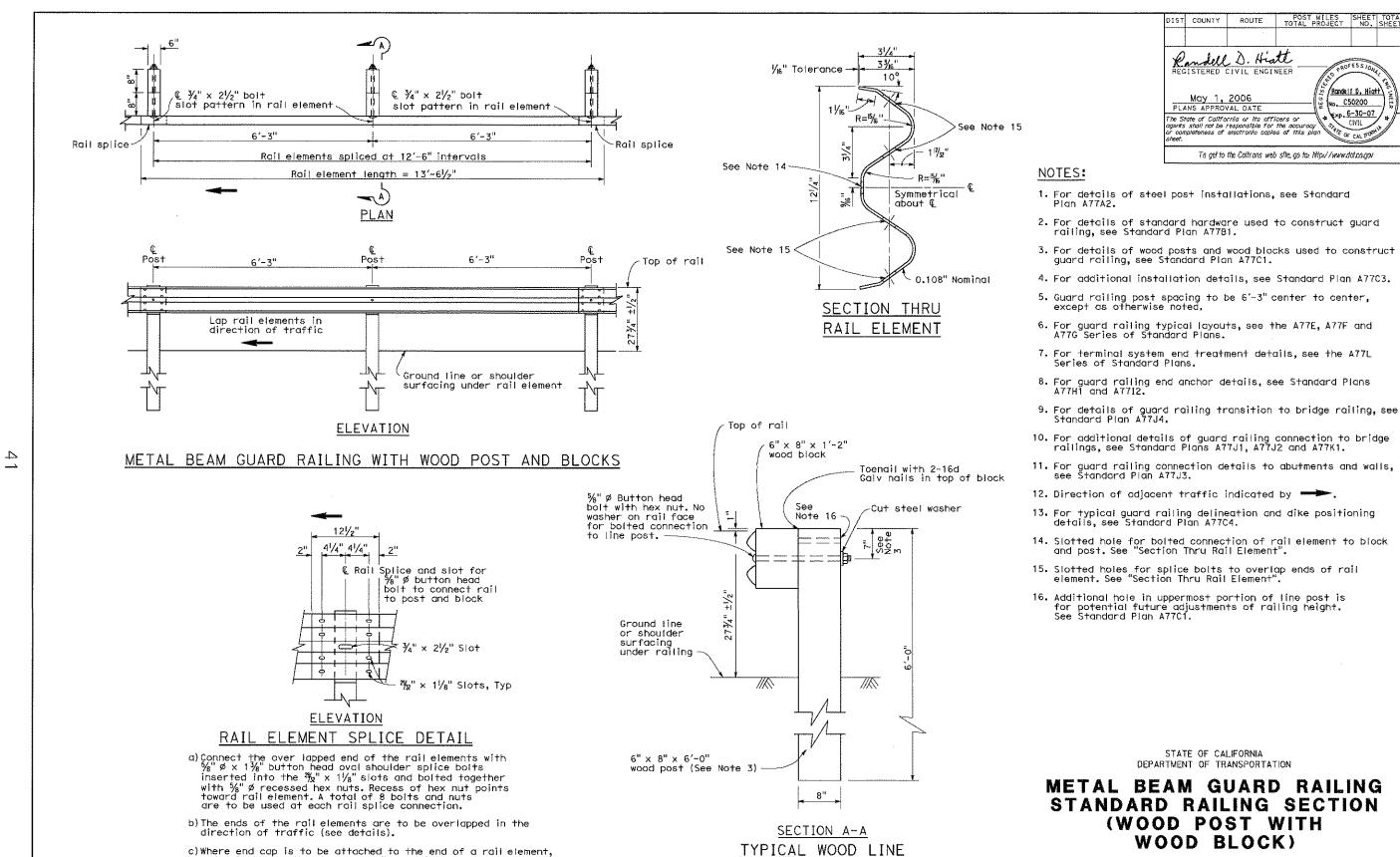
62 | Page

Date: February 16, 2010

APPENDIX E

CALTRANS GUARDRAIL STANDARDS





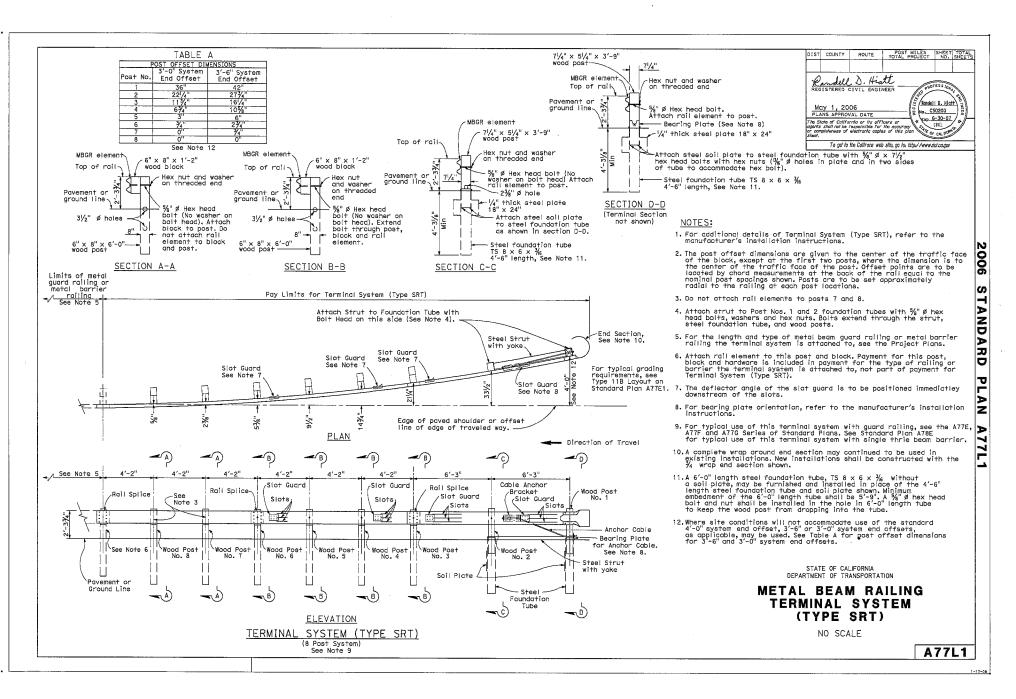
POST INSTALLATION

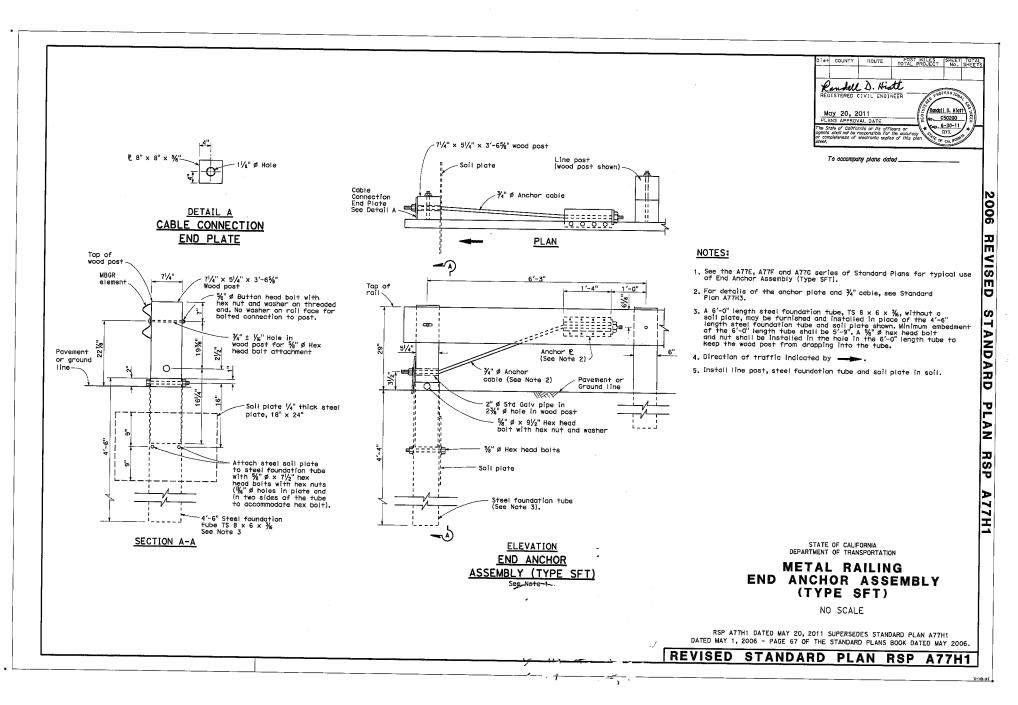
See Note 4

c) Where end cap is to be attached to the end of a rail element, a total of 4 of the above described splice bolts and nuts are

A77A1

NO SCALE





APPENDIX F

ADJACENT PROJECTS



Potential Conflict: B11074 – Pipeline Rehabilitation – Q1 and Kelton Road – Pedestrian Improvements (between Zircon Street & Luber Street West of Johnson Elementary School)

City of San Diego

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

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

ADDENDUM "A"

FOR



KELTON ROAD SIDEWALK IMPROVEMENTS

BID NO.:	L-13-5607-DBB-1-A
SAP NO. (WBS/IO/CC):	S-10154
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	4
PROJECT TYPE:	IK

BID DUE DATE:

1:30 PM MAY 8, 2013 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE, SUITE 1400, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

ADDENDUM "A"

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 Volume 1 and Volume 2 cover page, **DELETE** in their entirety and **SUBSTITUTE** with page 4 of 5 through 5 of 5 of this Addendum.
- 2. To the Supplementary Special Provisions (SSP), SECTION 2, "SCOPE AND CONTROL OF WORK," Subsection 2-3.2, "Self Performance," Item 1, page 30, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 1. You must perform, with your own organization, Contract work amounting to at least 40% 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.

Tony Heinrichs, Director Public Works Department

Dated: April 18, 2013

San Diego, California

TH/ds/ar/ls

CONTRACTOR'S NA	ME:
ADDRESS:	
TELEPHONE NO.:	FAX NO.:
CITY CONTACT:	DAMIAN SINGLETON, Contract Specialist, Email: dsingleton@sandiego.gov
	Phone No. (619) 533-3482. Fax No. (619) 533-3633

L SCHULTZ / A REYES / LS

CONTRACT DOCUMENTS



FOR

KELTON ROAD SIDEWALK IMPROVEMENTS

VOLUME 1 OF 2

BID NO.:	L-13-5607-DBB-1-A
SAP NO. (WBS/IO/CC):	S-10154
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	4
PROJECT TYPE:	IK

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

1:30 PM MAY 8, 2013 CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 1010 SECOND AVENUE, SUITE 1400, MS 614C SAN DIEGO, CA 92101

CONTRACTOR'S NA	AME:
ADDRESS:	
TELEPHONE NO.:_	FAX NO.:
CITY CONTACT:	DAMIAN SINGLETON, Contract Specialist, Email: dsingleton@sandiego.gov
	Phone No. (619) 533-3482, Fax No. (619) 533-3633
	L SCHULTZ / A REYES / LS

CONTRACT DOCUMENTS



FOR

KELTON ROAD SIDEWALK IMPROVEMENTS

VOLUME 2 OF 2

BID NO.:	L-13-5607-DBB-1-A
SAP NO. (WBS/IO/CC):	S-10154
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	4
PROJECT TYPE:	IK

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ➤ COMPETITION RESTRICTED TO: ELBE

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

CONTRACTOR'S NAME: HTA ENGINEERING & CONSTRUCTION, INC. ADDRESS: 5450 COMPLEX STREET, SUITE 203, SAN DIEGO, CA 92123

TELEPHONE NO.: 858-598-6855 FAX NO.: 858-836-1263

CITY CONTACT: DAMIAN SINGLETON, Contract Specialist, Email: dsingleton@sandiego.gov

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

L SCHULTZ / A REYES / LS

CONTRACT DOCUMENTS



FOR

KELTON ROAD SIDEWALK IMPROVEMENTS

VOLUME 2 OF 2

BID NO.:	L-13-5607-DBB-1-A	
SAP NO. (WBS/IO/CC):	S-10154	
CLIENT DEPARTMENT:	2116	
COUNCIL DISTRICT:	4	
PROJECT TYPE:	IK	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

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

April 18, 2013 Kelton Road Sidewalk Improvements ADDENDUM "A"

Page 5 of 5

TABLE OF CONTENTS

Volume 2 - Bidding Documents

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

1.	Bid/Proposal	.3-6
	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	
3.	Contractors Certification of Pending Actions	8
4.	Equal Benefits Ordinance Certification of Compliance	9
5.	Proposal (Bid)	0-13
	Form AA35 - List of Subcontractors	
	Form AA40 - Named Equipment/Material Supplier List	

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	

RID	DIN	C	DO	CIIN	MENTS

IF A PA	ARTNERSHIP, 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
	Telephone No Facsimile No
TEAC	ORPORATION, SIGN HERE:
. Marie Company	
	Name under which business is conducted HTA ENGINEERING & CONSTRUCTION, INC.
(2)	Signature, with official title of officer authorized to sign for the corporation:
	Hat T- Askan (Signature)
	HATIM T. ASKAR
	(Printed Name)
	PRESIDENT
	(Title of Officer) (Impress Corporate Seal Here)
(3)	Incorporated under the laws of the State of
(4)	Place of Business (Street & Number) 5450 COMPLEX CTREET, SUITE 303
(5)	City and State SAN DIEGO, CALIFORNIA Zip Code 92123
	Telephone No. 858 - 598 - 6855 Facsimile No. 858 - 836 - 1263

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NO Contractor's license for the for specifications:	FICE INVITING BIDS", following classification(s) to	perform	ler holds the work	a California State described in these	al
LICENSE CLASSIFICATION_	718372 71	500 - 1450 - 1450 - 1450 - 1450 - 1450 - 1450 - 1450 - 1450 - 1450 - 1450 - 1450 - 1450 - 1450 - 1450 - 1450 -			H
LICENSE NO. 798372	EXPIRES _	MUL	31	, 2014	
This license classification mus license classification on the bid	also be shown on the fror envelope may cause return o	nt of the b	id envelop nopened.	e. Failure to show	
TAX IDENTIFICATION NUM	BER (TIN): 61-1403	228		-1	
E-Mail Address:Tim 6					

BIDDING	DOCUMENTS	

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 Horting T- Askan Title President

(NOTARIAL SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA County of SAN DIEGO	}
On 05/06/13 before me,	BEVERLEY J. CROSS, NOTARY PUBLIC Here Insert Name and Tille of the Officer
Date	SUPPOSE THE PROPERTY OF THE PR
personally appeared	Name(s) of Signer(s)
	who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(lee), and that by his/her/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(s) acted, executed the instrument.
BEVERLEY J. CROSS COMM. #1958264 Notary Public California San Diego County	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
My Comm. Expires Oct. 27, 2015	Witness my hand and official seal.
Place Notary Seal Above	Signature of Nylary Prolic
Description of Attached Document	ired by law, It may prove valuable to persons relying on the document emoval and reattachment of this form to another document.
Title or Type of Document: Bid Do	
Document Date: <u>05/06/13</u>	Number of Pages:/
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
☐ Trustee	□ Individual
Signer is Representing:	Signer Is Representing:

© 2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #6907 Reorder: Call Toli-Free 1-800-876-6827

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)		
County of SAN DE	60	SS.	
HATIM T. A			_, being first duly sworn, deposes and
says that he or she is	PRESIDENT		_ of the party making the foregoing
bid that the bid is not n	nade in the interest	of, or on behalf of	, any undisclosed person, partnership,
			is genuine and not collusive or sham;
that the bidder has not o	directly or indirectly	induced or solicite	ed any other bidder to put in a false or
			d, connived, or agreed with any bidder
			n from bidding; that the bidder has not
			communication, or conference with
			or to fix any overhead, profit, or cost
1970			ecure any advantage against the public
			roposed contract; that all statements
contained in the bid are	true; and further, th	nat the bidder has n	ot, directly or indirectly, submitted his
or her bid price or any	breakdown thereof,	, or the contents the	ereof, or divulged information or data
relative thereto, or pa	id, and will not p	ay, any fee to an	y corporation, partnership, company
association, organization	n, bid depository, or	r to any member or	agent thereof to effectuate a collusive
or sham bid.			
	Signed:	to To	Jokan
	Title: PRESI		
	Subscribed and swo	orn to before me this	6 day of May ,201.3
		Notary	/ Public
		(SEAL)	

IFORNIA ALL-PURPOSE ACKNOWLEDGMENT STATE OF CALIFORNIA SAN DIEGO County of BEVERLEY J. CROSS, NOTARY PUBLIC before me, Here Insert Name and Title of the Officer personally appeared _______HATIM T. ASKAR Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(a) whose name(b) is/are subscribed to the within instrument and acknowledged to me that he/ehe/they executed the same in his/her/their authorized capacity(lea), and that by his/her/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of BEVERLEY J. CROSS the State of California that the foregoing paragraph is true COMM. #1958264 Notary Public California and correct. San Diego County Comm. Expires Oct. 27, 2015 Witness my hand and official seal. Signature Place Nolary 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: Non-Collusion Affidains - Brd Ooc Document Date: _ 65/06/13 Signer(s) Other Than Named Above:_____ Capacity(ies) Claimed by Signer(s) HATIM T. ASKAR Signer's Name: Signer's Name: ☐ Individual ☐ Individual Corporate Officer — Title(s): PRESIDENT ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Attorney in Fact ☐ Trustee ☐ Trustee Top of thumb here Top of thumb here ☐ Guardian or Conservator ☐ Guardian or Conservator Other: Other:

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Signer Is Representing:

Signer is Representing:

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK C	NE BOX ONLY	<u>.</u>			
×	subject of	a complaint or pending	g action in a lega	d administr	Bidder has NOT been the ative proceeding alleging ors, vendors or suppliers.
	subject of that Bidde A descript	a complaint or pending r discriminated against	g action in a lega t its employees, a esolution of that	al administr subcontract complaint	the Bidder has been the ative proceeding alleging ors, vendors or suppliers. The proceeding alleging ors, including any remedial
DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
			in the second		
Contractor	Name: HTA E	NGINEERING & co	NSTRUCTION,	INC.	
Certified E	ву	ATIM ASKAR	nain	Title _	PRESIDENT
		Name Name Signature	San	Date _	5/8/2013

USE ADDITIONAL FORMS AS NECESSARY

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 Fax (619) 533-3220 Phone (619) 533-3948

		COMPANY INFOR	MATION	
Company Name:	HTA ENGINEERING .	+ CONSTRUCTION, INC.		TIM ASKAR
Company Addres	ss: 5450 COMPLEX STR	EET, SUITE 303	Contact Phone:	858-598-6855
	SANDIEGO, CA- 92		Contact Email:	TimeOhtaeng.com
		CONTRACT INFOR	MATION	
Contract Title:	RELTON ROAD SIDE	NALK IMPROVEMEN	ots	Start Date:
Contract Numb		ocation): L-13-5607		End Date:
		EQUAL BENEFITS OR		
and maintain equ Contractor s Benefits i child care Any bene Contractor s open enroll Contractor s Contractor s	hall offer equal benefits to nelude health, dental, visit, travel/relocation expenses fit not offer an employee with all post notice of firm's coment periods. The allow City access to reshall submit EBO Certification and provided for commany is provided for command the command that the command	DMC §22.4302 for the durative employees with spouses and ion insurance; pension/401(las; employee assistance progravith a spouse, is not required equal benefits policy in the vecords, when requested, to contain of Compliance, signed u	ion of the contract. To comp employees with domestic particles, plans; bereavement, fami ams; credit union membership to be offered to an employee workplace and notify employ enfirm compliance with EBC ander penalty of perjury, prior	artners. ily, parental leave; discounts, ip; or any other benefit. with a domestic partner. yees at time of hire and during requirements.
www.sanatego.go		EQUAL BENEFITS OR	DINANCE CERTIFICA	ATION
Please indicate v		us with the EBO. The City n		
2				
X		the EBO because my firm (eason):
Š		enefits to spouses and domes fits to spouses or domestic p		!
	☐ Has no employed	7	arthers.	
i.			ce prior to January 1, 2011,	that has not been renewed or
	firm made a reasonable employees of the availab	effort but is not able to provide	le equal benefits upon contra benefits available to spouses	s but not domestic partners and
It is unlawful fo associated with	r any contractor to knowing the execution, award, amen	gly submit any false informandment, or administration of	ntion to the City regarding ea any contract. [San Diego Mu	qual benefits or cash equivalent unicipal Code §22.4307(a)]
that my firm un duration of the o	derstands the requirement	s of the Equal Benefits Ordivalent if authorized by the Ci	nance and will provide and	rue and correct. I further certify maintain equal benefits for the
			Signature Signature	Date
N	ame/Title of Signatory	HOD OPPLEY I GET		Date
		FOR OFFICIAL CITY		
Receipt Date:	EBO Analyst:	□ Approve	ed □ Not Approved I	Reason:

(Rev 02/15/2011)

PROPOSAL (BID)

contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for 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 The Bidder agrees to the construction of KELTON ROAD SIDEWALK IMPROVEMENTS, for the city of San Diego, in accordance with these days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
1	1	TS	2-4.1	237310	Bond (Payment and Performance)		\$ 3,000
2	1	TS	7-10.2.6	237310	Traffic Control Design		\$ 300
3	-	TS	7-10.2.6	541330	Traffic Control		S 1,000
4	1	TS	9-3.1	237310	Furnish and Install 10 Marker Lighted Crosswalk System		\$ 32,368
5	2	EA	9-3.1	237110	Furnish and Install W16-7p Sign	\$ 121	\$ 242
9	П	AL	9-3.5		Field Order Type II		\$10,000.00
7	П	LS	300-1.4	238910	Clearing & Grubbing	\bigvee	\$ 4,000
∞	15	CX	300-2.9	237310	Excavate and Export (Unclassified)	\$ 100	\$ 1,500
6	6	CY	300-4.9	237310	Excavate and Fill (Unclassified)	\$ 100	\$ 900
10	240	SF	302-5.9	237310	2" AC over 7" of PCC (3250 psi)	\$ 11	s 2,640
111	4	TON	302-5.9	237310	AC Slope Repair	\$ 633	\$ 2,532
12	175	LF	303-5.9	237310	Curb & Gutter (6-Inch Curb, Type G)	\$ 35	\$ 6,125
13	46	LF	303-5.9	237310	Grade Beam with Integrated Chain Link Fence	\$ 135	\$ 6,210
14	1750	SF	303-5.9	237310	4" PCC Sidewalk	\$ 5.50	\$ 9,625
15	2	EA	303-5.10.2	237310	Curb Ramps Type B W/ Composite Detectable Warning	\$ 2,500	\$ 5,000
16	40	LF	304-1.12	238990	Repair Existing Fence	क ७ १	\$ 2,560

BIDDING DOCUMENTS

Metal Beam Guardrail per A77A1 (per Appendix E) with End Anchor Assembly per A77H1 (per Appendix E)
Metal Railing Terminal System per A77L1 (per Appendix E)
Signing
Furnish and Install Type 1-A Pole and Foundation
Furnish and Install 2" Electrical Conduit
Furnish and Install #10 Conductor
Furnish and Install 7 Conductor Cable
Furnish and Install #5 Pullbox
Furnish and Install Type III Electric Service (Meter Pedestal and 3" Conduit per SDGE Service Order)
Striping and Pavement Markings
Water Pollution Control Plan Development
Water Pollution Control Program Implementation

TOTAL BID PRICE FOR BID (Items 1 through 28 inclusive) amount written in words:

ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED DOLLARS

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

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

HTA ENGINEERING & CONSTRUCTION, INC.

HATIM T. ASKAR

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

Bidder: HTA ENGINEERING & CONSTRUCTION, INC.

Title: PRESIDENT

5450 COMPLEX STREET, SUITE 303, SAN DIEGO, CA 92123 Business Address: SUSO COMPLEX STREET, SUITE 303, SAN PIECO, CA 92123 Place of Business:

Place of Residence:

Signature:

12 | Page

Proposal (BID) (Rev. July 2012) Kelton Road Sidewalk Improvements

- A. The low City shall determine the low Bid based on the Base Bid alone.
- 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. ë
- Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as non-responsive and ineligible for further consideration. c,
- 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. o.
- 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. 山
- 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. Ľ,
- 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. G.
- 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. H.

(Rev. July 2012)

LIST OF SUBCONTRACTORS

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 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 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 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 Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards 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 achieving any mandatory, voluntary, or both subcontracting participation percentages.

		~	
CHECK IF JOINT VENTURE PARTNERSHIP	,		
WHERE CERTIFIED®	SAN DIETO CA		SAN DIEZO CA
MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	s8 51.8E		MBE
DOLLAR VALUE OF SUBCONTRACT	\$1,800.00 51.BE	3 3,600,30	\$ 43,935.00
TYPE OF WORK	STIEL PINJE	ASPABLT	ELEUTURAL \$ 43,935,00 MBE
CONSTRUCTOR OR DESIGNER	ULLS 110 D	CONSTRUCTOR.	CONSTRUCTOR
NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	LUZMUM STRIPMS TNE. 084 Name: LST FONO INAR/WY- Address: POBOXZ 426 City: EL CAJON Zip: 91021 Phone: 619-443-7753	Name: FRANK & SON PANIN'S, THE. Address: 1019 THIRD AVENUE City: CHULH VISTA Zip: 41911 Phone: 1019, 4423, 8322	Name: SELECT ELECTRIC, TNC., Address: PO Box 145 7 City: SPRING IPUE YState: CA Zip: 94979 Phone: blq- 460 - 6060

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) 0

WBE	DVBE	ELBE	SDB	HUBZone			CALTRANS	SRMSDC	LA	SBA
Certified Woman Business Enterprise	Certified Disabled Veteran Business Enterprise	Certified Emerging Local Business Enterprise	Small Disadvantaged Business	HUBZone Business			State of California Department of Transportation	San Diego Regional Minority Supplier Diversity Council	City of Los Angeles	U.S. Small Business Administration
MBE	DBE	OBE	SLBE	WoSB	SDVOSB	s certified by:	CILY	CPUC	CADoGS	CA
Certified Minority Business Enterprise	Certified Disadvantaged Business Enterprise	Other Business Enterprise	Certified Small Local Business Enterprise	Woman-Owned Small Business	Service-Disabled Veteran Owned Small Business	As appropriate, Bidder shall indicate if Subcontractor is certified by:	City of San Diego	California Public Utilities Commission	State of California's Department of General Services	State of California

0

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

LIST OF SUBCONTRACTORS Form Title:

Kelton Road Sidewalk Improvements Form Number:

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 IE JOINT VENTURE PARTNERSHIP
Name: AOE PENICE CONPONY Address: 727 NORTH GLENDORA AVE. City. LA PUE NTE State: CA Zip: 91744 Phone: \$216'333.0727	CONSTRUCTOR	STEUCTOR FENCINE	\$11,003.00 DBE	DBE	3	
Name: Address: City: Zip: Phone:			, a		٠	
Name: Address: City: State: Zip: Phone:						

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

WBE DVBE ELBE SDB HUBZone	CALTRANS SRMSDC LA SBA
Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles U.S. Small Business Administration
MBE DBE OBE SLBE WoSB SDVOSB	s certified by: CITY CPUC CADoGS CA
Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	As appropriate, Bidder shall indicate if Subcontractor is certified by: City of San Diego CITY California Public Utilities Commission State of California's Department of General Services CADo State of California CA

0

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

Form Title: LIST OF SUBCONTRACTORS
Form Number: AA35
Kelton Road Sidewalk Improvements

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 VENDORSUPPLIER	MATERIALS OR, SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	2011年1月1日日本日本	MANUFACTURER (Yes/No)	SUPPLIER MANUFACTURER MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, Wes/No) WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED©
Name:						132
Address:					- 0	
City: State:						
Zip; Phone:		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0				
Nome			110- Alb 2			
Address:						
City: State:						
Zip: Phone:						
Name:						
Address:			Hillys			
City: State:	C sa					

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): 百百百日四

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

As appropriate, Bidder shall indicate if Vendor/Supplier is certified by: 0

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST Form Number: Form Title:

Kelton Road Sidewalk Improvements

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(Rev. July 2012)



Small Local Business Enterprise Certification

HTA Engineering and Construction, Inc. Emerging Local Business Enterprise (ELBE) Construction (NAICS: 237110, 237310, 237990, 238110) Certification Number: 10HT0013

Effective Date: 07/01/2012

Wilth Frochlestaw

Debra Fischle-Faulk Administration Department Director

Expiration Date: 07/01/2014



THE CITY OF SAN DIEGO

April 25, 2012

HTA Engineering & Construction, Inc. Attention: Hatim T. Askar 5450 Complex St. Suite 303 San Diego, CA 92123

Subject: City of San Diego Contractor Prequalification Program Status

Dear Mr. Askar:

Thank you for submitting your contractor prequalification program renewal questionnaire. We have reviewed and evaluated your questionnaire and are pleased to inform you that HTA Engineering & Construction, Inc., under license number 798372, is prequalified for a maximum bidding capacity of \$2,000,000 per project.

Effective the date of this letter, you are eligible to bid on City of San Diego public works projects valued at up to \$2,000,000, excluding those that are administered by the Small Local Business Enterprise Program (unless you meet the program requirements). Your prequalification is valid until April 30, 2014. After that date, you will not be allowed to bid on City public works projects valued at over \$50,000 until your prequalification is renewed.

You have five (5) working days from the date of this letter to contact me should you have any questions concerning your designated status. I can be reached at (619) 533-3125 or email MHaines@sandiego.gov.

We appreciate your interest in renewing your prequalification and look forward to your participation on future projects.

Sincerely,

Michele Haines

Contractor Prequalification Program Administrator







THE CITY OF SAN DIEGO

November 26, 2010

Luzaich Striping Inc. DBA LSI Road Marking Rodney Luzaich 14219 Olde Highway 80 El Cajon, CA 91902

Subject: Small Local Business Enterprise Certification

Dear Mr. Luzgich:

Congratulations! We have reviewed your application and you have been approved for certification as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 11LS0275 and your classification is Specialty Construction. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective November 19, 2010. This certification expires on November 19, 2012 at which time you will need to reapply in accordance with the SLBE guidelines.

If you have any questions please call 619-236-6297.

Ve frull

Thank you,

Debra Fischle-Faulk
Department Director





July 25, 2012

Mario Tapanes Select Electric, Inc. P.O. Box 1457 Spring Valley, CA 91979

Dear Mario,

I am pleased to inform you that the San Diego Regional Minority Supplier Development Council has approved your recertification as a Minority Business Enterprise (MBE). Enclosed is your new certificate, which is valid through July 26, 2013.

Continuing to serve you as the premier business organization that links private sector corporations with minority businesses is our primary goal.

I look forward to your continued participation in our events and special programs.

Sincerely,

Ronald B. Garnett President & CEO



SAN DIEGO REGIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

Select Electric, Inc.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the San Diego Regional Minority Supplier Development Council

**NAICS Code(s): 238210;

"Description of their product/services as defined by the North American Industry Classification System (NAICS)

July 25, 2012

July 26, 2013

Issued Date

Expiration Date

Certificate Number

SD06593

President SBR448D(

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: http://www.nmsdc.org



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



December 15, 2009

Ms. America Tang APW Construction, Inc. dba Ace Fence Company 727 N. Glendora Avenue La Puente, CA 91744

Expires 12/15/2014

RE: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION APPROVAL File No. - 642

Dear Ms. Tang:

We are pleased to advise you that after careful review of your application and supporting documentation, the City of Los Angeles has determined that your firm meets the eligibility standards to be certified as a **Disadvantaged Business Enterprise (DBE)** as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs and the City of Los Angeles DBE/MBE/WBE directory under the following specific area of expertise that you have identified on the business service form for contracting opportunities:

NAICS Code

Description

238990

All Other Specialty Trade Contractors

Your DBE certification is good for five years from the date of this letter and applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the California Department of Transportation's website at www.dot.ca.gov/hq/bep/ and the City of Los Angeles DBE/MBE/WBE database at http://bca.lacity.org. Any additions and revisions must be submitted to the City of Los Angeles for review and approval.

After the five-year certification period, your entire file will be reviewed in order to ascertain continued DBE certification status. You will be notified of the pending DBE status review and any documentation update necessary prior to the expiration date.

The Regulations also require annual updates during this five-year period. In order to assure continuing DBE status, you must submit annually a DBE Declaration with supporting documentation, in the format, which will be sent to you. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until the five-year certification has expired.

APW Construction, Inc. December 15, 2009 Page 2

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/mailing address, ownership, management, or control, or failure to meet the applicable business size standards or personal net worth standard, please notify us immediately. DBE certification is subject to review at any time. Failure to submit forms and/or change of information will be deemed as failure to cooperate under Section 26.109 of the Regulations.

Your DBE certification status will be honored by all of the U.S. DOT recipients in California.

Congratulations, and thank you for your interest in the California Unified Certification Program (CUCP). We wish you every business success and look forward to hearing from you if we may be of any assistance to you in this regard.

Should you have any questions, please contact Kim Fitzpatrick at (213) 847-2644 or e-mail at kim.fitzpatrick@lacity.org.

Sincerely,

HELMUT PEINDL, Certification Manager

angela de la Rosa

Office of Contract Compliance Bureau of Contract Administration

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE CALIFORNIA UNIFIED CERTIFICATION PROGRAM

ACE FENCE COMPANY

727 N. GLENDORA AVENUE, LA PUENTE, CA 91744 Owner: AMERICA TANG

Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

* 238990 All Other Specialty Trade Contractors

Work Category Code(s)

C0680 FENCING

C13 Pencing Contractor

Licenses
A General

A General Engineering Contractor

General Building Contractor

34153

UCP Firm Number:

In Atmatuck

1149 SOUTH BROADWAY STREET LOS ANGELES, CA 90015 0000

(213) 847-1922

CERTIFYING AGENCY: CITY OF LOS ANGELES December 15, 2009

CUCP OFFICE

KELTON RD PEDESTRIAN IMPROVEMENT

AT LEAST THREE (3) WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR SHAL REQUEST A MARKOUT OF UNDERGROUND UTILITIES BY CALLING THE BELOW LISTED REGIONAL NOTIFICATION CENTER FOR AN INQUIRY IDENTIFICATION NUMBER: UNDERGROUND SERVICE ALERT (U.S.A.) 1-800-422-4133

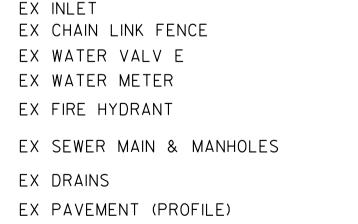
CONTRACTOR'S RESPONSIBILITIES

- CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING: SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- 2. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING: SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE TO INSURE THAT ALL DETAILS ARE BUILT IN ACCORDANCE WITH THESE PLANS. IF THERE IS ANY QUESTION REGARDING THESE PLANS. THE CONTRACTOR SHALL REQUEST AN INTERPRETATION BEFORE DOING ANY WORK BY CALLING THE CITY RESIDENT ENGINEER.
- 4. CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION
- 5. LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.
- 6. BEFORE EXCAVATING FOR THIS CONTRACT. VERIFY LOCATION OF UNDERGROUND UTILITIES. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINDED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO OTHER EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS.
- 7. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT.
- 9. THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT LEAST FIVE (5) WORKING DAYS IN ADVANCE OF IMPLEMENTING ANY CONSTRUCTION DETOUR.
- IO. IF CONSTRUCTION IS TO BE PERFORMED IN STAGES, ALL WORK SHALL BE COMPLETED IN EACH STAGE PRIOR TO BEGINNING WORK ON THE NEXT STAGE.
- II. THE CONTRACTOR SHALL ALSO TAKE THE NECESSARY STEPS TO PROTECT ADJACENT PROPERTY FROM ANY EROSION AND SILTATION THAT RESULTS FROM HIS OPERATIONS BY APPROPRIATE MEANS (GRAVEL BAG, DIKES, ETC) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETE AND ACCEPTED FOR MAINTENACE BY CITY.
- 12. THE CONTRACTOR TO PROVIDE STOCK PILE PROTECTION, STREET SWEEPING, STORAGE/STAGING AREA PROTECTION, POLLUTION CONTROL MEASURES FOR EQUIPMENT MAINTENACE, FUELING, CLEANING AND STORAGE AND TEMPORARY CONCRETE WASH OUT AREA.

ABBREVIATIONS

	ABANDON ABANDONED	ELEC	ELEVATION ELECTRIC EXISTING	PROP RT	PROPOSED RIGHT SURVEY LINE
BTWN	BETWEEN		EXISTING	§	SURVET LINE
CATV	CABLE TV	HP	HIGH PRESSURE	SWR	SEWER
Ģ.	CENTER LINE			TEL	TELEPHONE
COND	CONDUIT			UNK	UNKNOWN

EXISTING STRUCTURES



EX GROUND LINE (PROFILE) EX TRAFFIC SIGNAL EX STREET LIGHT GAS MAIN

<u></u> — ⊕ ========= ///// Ο¥ΤS → SL _ . . . _ . . _ . . _ . . _ . . _ ELEC. COND., TEL. COND., CATV ---E----T----C--

WARNING

IF THIS BAR DOES

NOT MEASURE I"

THEN DRAWING IS

NOT TO SCALE.

APPROVAL NO.

LIMITS OF WORK

CUEET	0.0000.00			
NO.	DISCIPLINE CODE	TITLE	LIMITS	
1		COVER SHEET		
	C-I	CROSS SECTION	KELTON	ROAD
2			KELTON	ROAD
3		CIVIL	KELTON	ROAD
4	C-3	CIVIL	KELTON	ROAD
5	T -I	SIGNAGE AND STRIPING	 KELTON	ROAD

DISCIPLINE CODE

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

13. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED

DAYS PRIOR TO EXCAVATION NEAR UTILITY FACILITIES AND SHALL COORDINATE WITH THEM:

UNDERGROUND SERVICES ALERT (USA)

CITY WATER 1-800-236-5650

STORM WATER PROTECTION

ORDER R9-2007-000IAND WPCP.

UTILITY AGENCIES A MINIMUM OF FIVE (5) WORKING

I-800-236-6323 AT&T I-800-422-4I3I

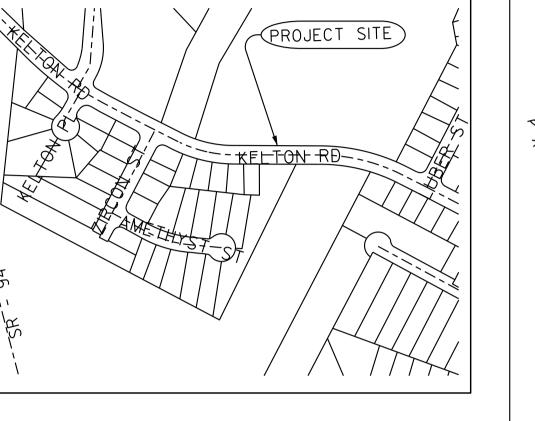
CITY COMMUNICATIONS AND ELECTRICAL DIVISION 1-800-236-5505

CITY SEWER 1-800-236-5660 COX CABLE 619-262-1181

THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT

LOCATION MAP

1-800-422-4133



NOT TO SCALE

RANCHO BERNARDO PROJECT LOCATION/

WORK TO BE DONE

STANDARD SPECIFICATIONS AND THE STANDARD

DRAWINGS OF THE CITY OF SAN DIEGO.

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE

> VICINITY MAP NOT TO SCALE

LEGEND STANDARD DRAWINGS

IMPROVEMENTS <u>SYMBOL</u> SIDEWALK SDG-155 CURB AND GUTTER SDG-151

NO. 3-I/2 PULLBOX CALTRANS ES-8 METAL BEAM GUARDRAIL CALTRANS A77AI, HI

PROPOSED CURB RAMP TYPE "B" SDG- 130/SDG-132 NEW CHAIN LINK FENCE SDM-II2 GRADE BEAM SEE DETAIL ADDITIONAL AC PAVING SEE SHEET 3

FOR ADDITIONAL SYMBOLS SEE CURB RAMP AND TRAFFIC CONTROL SHEETS.

STREET CLASSIFICATION

STREET NAME: KELTON ROAD TWO LANE RESIDENTIAL, ADT=7300 DESIGN SPEED 30 MPH

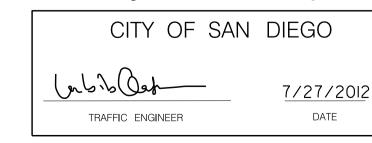
RFFFRENCES: Maps: 330, 3597, 6502 City Drawing: 13177-1-D

BASIS OF BEARINGS/COORDINATES:

The Basis of Bearings for this project was derived from a previous STATIC GPS Survey, using R.of S. 14492 NAD 83 feet, Zone 6 (epoch 1991.35). Utilizing RTK/GPS field procedures with the Base Station located randomly and constraining to GPS 1173 & GPS 1175 IE NI9° 10′32"E.

BENCH:

NWBP ZIRCON ST. & KELTON RD. Elev. 299.042 MSL, Based on NGVD 29 FEET as shown in the City of San Diego Bench Book



TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: LOW

TRAFFIC CONTROL NOTES

SPEC. NO. 5607

C-45836

12-31-14

CONTRACTOR .

THE CONTRACTOR SHALL, PER SECTION 7-10.2.2.4 OF THE CONTRACT SPECIAL PROVISIONS, PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER. THE WORKING DRAWINGS WILL BE SENT TO THE ENGINEERING TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE WORKING DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE APPROVED TCP PERMIT.

WATER POLLUTION CONTRL NOTES:

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS NOTED IN THE GREENBOOK 2012, CITY WHITE BOOK 2012 SEC 701 - WATER POLLUTION CONTROL.

> PLANS FOR THE CONSTRUCTION OF KELTON RD PEDESTRIAN IMPROVEMENT COVER SHEET

G-1

36487–<u>01</u>–D

CITY OF SAN DIEGO, CALIFORNIA wbs <u>S-10154</u> ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET_LOF 5_SHEETS LOUIS SCHULTZ 2/12/2013 FOR CITY ENGINEER ASSOCIATE ENGINEER BY APPROVED DATE FILMED DESCRIPTION SABEEN COCHINWALA ORIGINAL ΚZ 202-1743 CCS27 COORDINATE 1842444-6304407 CCS83 COORDINATE

DATE COMPLETED

CITY OF SAN DIEGO



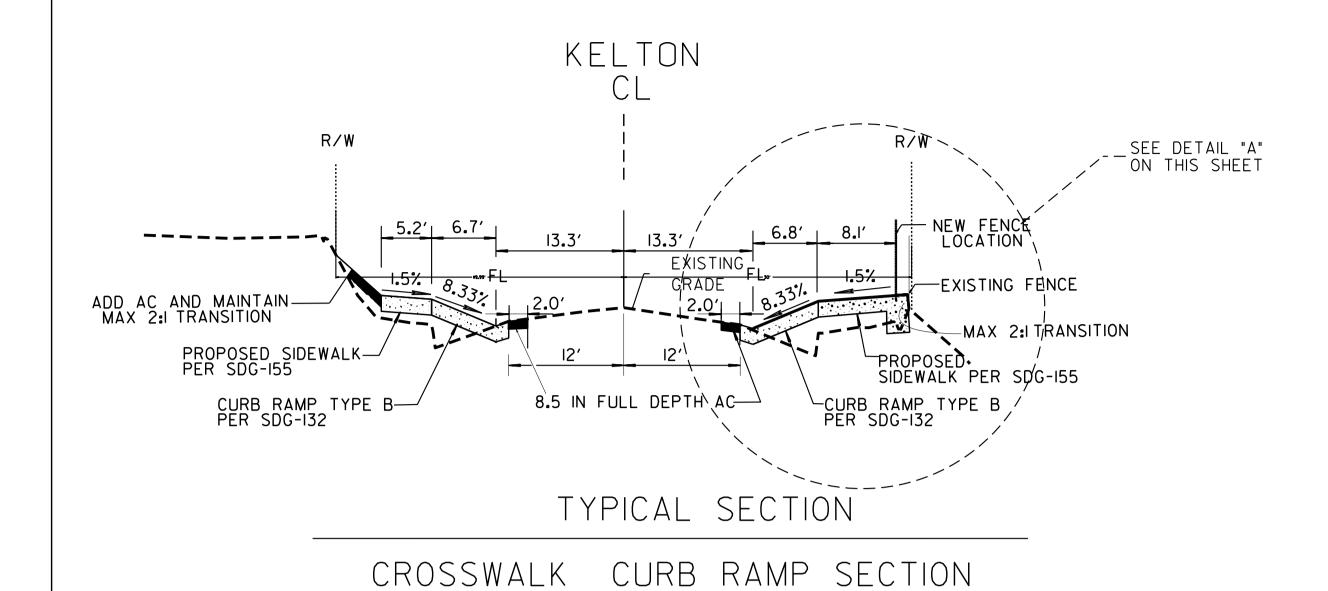
PUBLIC WORKS PROJECT

IP PWP:d0101022\\$10154KRD 2d Revised.dgn

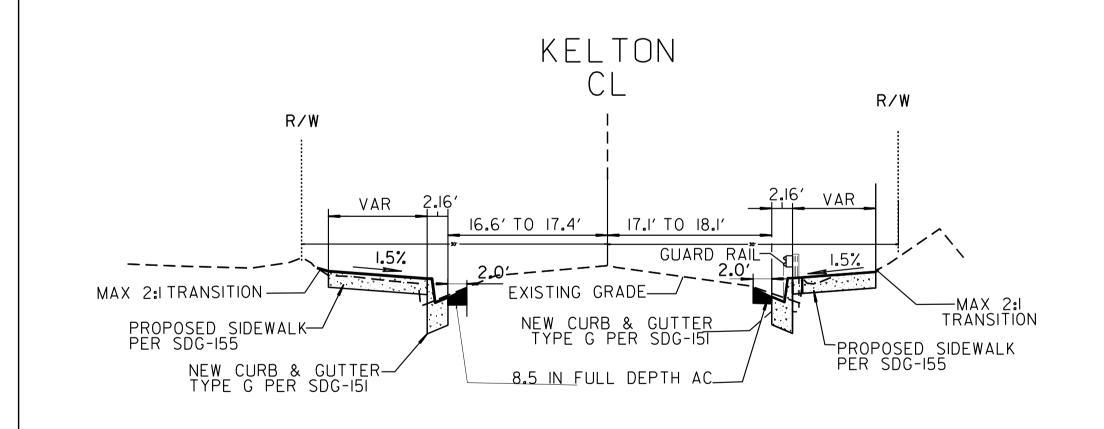
CHANGE DATE

CONSTRUCTION CHANGE / ADDENDUM

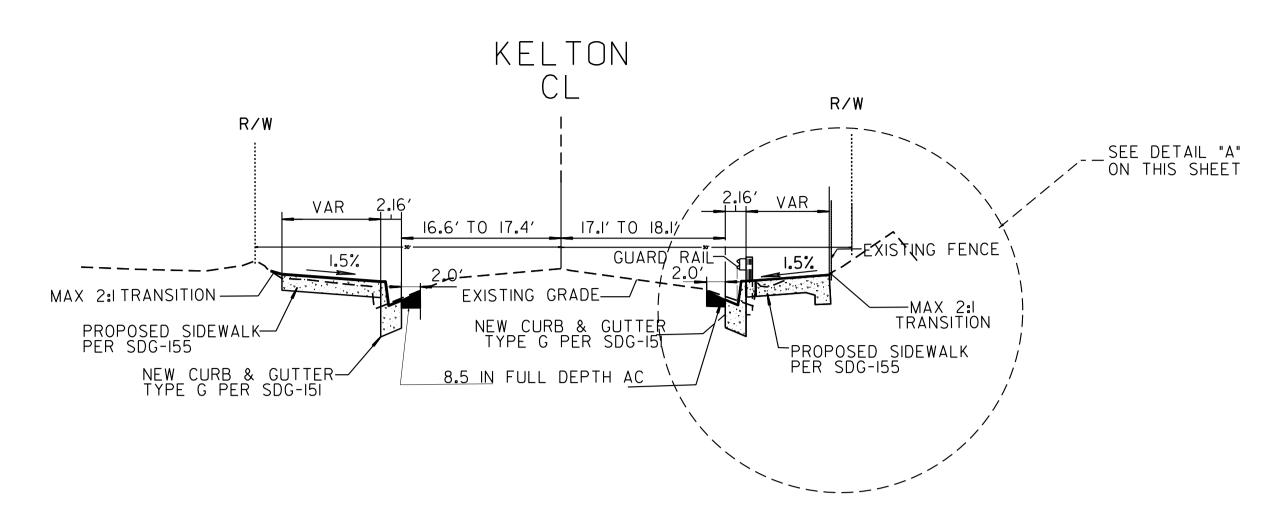
AFFECTED OR ADDED SHEET NUMBERS



STA 0+40 TO STA 0+50 "KELTON_CL"

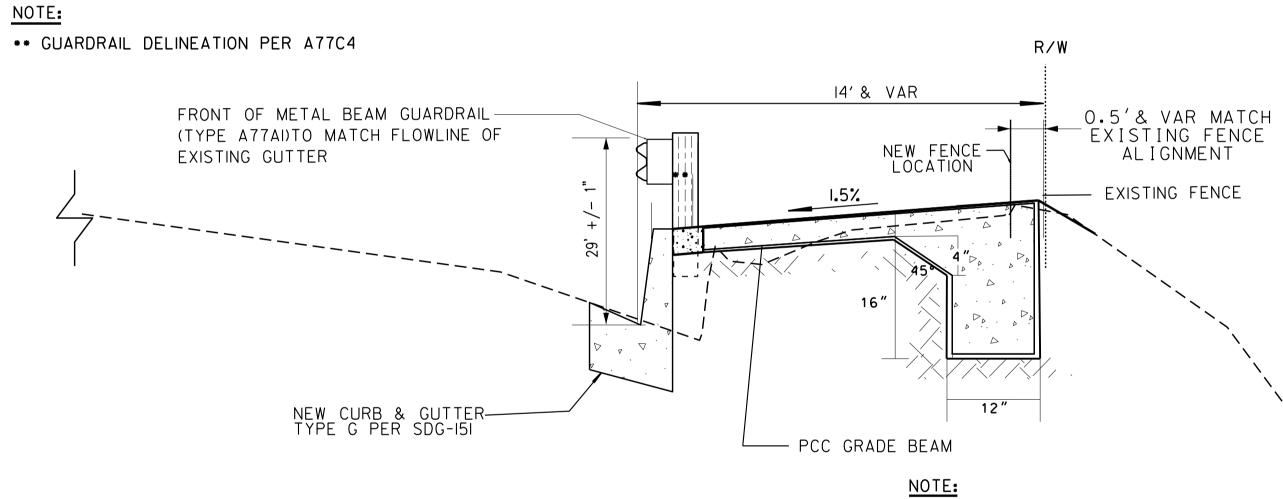


TYPICAL SECTION STA 0+05 TO 0+40 "KELTON_CL"



TYPICAL SECTION

STA 0+50 TO 0+85 "KELTON_CL"



HEIGHT OF GUARDRAIL FROM TOP OF METAL BEAM TO GUTTER FLOWLINE SHALL BE 29' +/- I". THIS DIMENSION SUPERCEDES ALL HEIGHT INDICATED ON REFERENCED CALTRANS STANDARD DRAWINGS.

DETAIL "A" SECTION :

SIDEWALK GRADE BEAM & GUARD RAIL STA 0+40 TO 0+85 "KELTON_CL"

CROSS SECTION AND DETAIL FOR: KELTON RD

PEDESTRIAN IMPROVEMENT PROJECT

SPEC. NO. 5607	CITY Engineerin	w.b.s. <u>S-10154</u>				
PROFESSIONAL VIOLENTIAL PROPERTY OF THE PROPER	APPROVED: 2/12/2013 FOR CITY ENGINEER DATE			3	SUBMITTED BY: LOUIS SCHULTZ ASSOCIATE ENGINEER	
No. <u>C-45836</u> E×p. <u>12-31-14</u>	DESCRIPTION ORIGINAL	drawn by	APPROVED	DATE	FILMED	SABEEN COCHINWAL PROJECT ENGINEER
						202-1743 CCS27 COORDINATE
						1842444-6304407 CCS83 COORDINATE
OF CALIFOR	CONTRACTOR		DATE STARTE DATE COMPLE			36487–2–D

NO SCALE



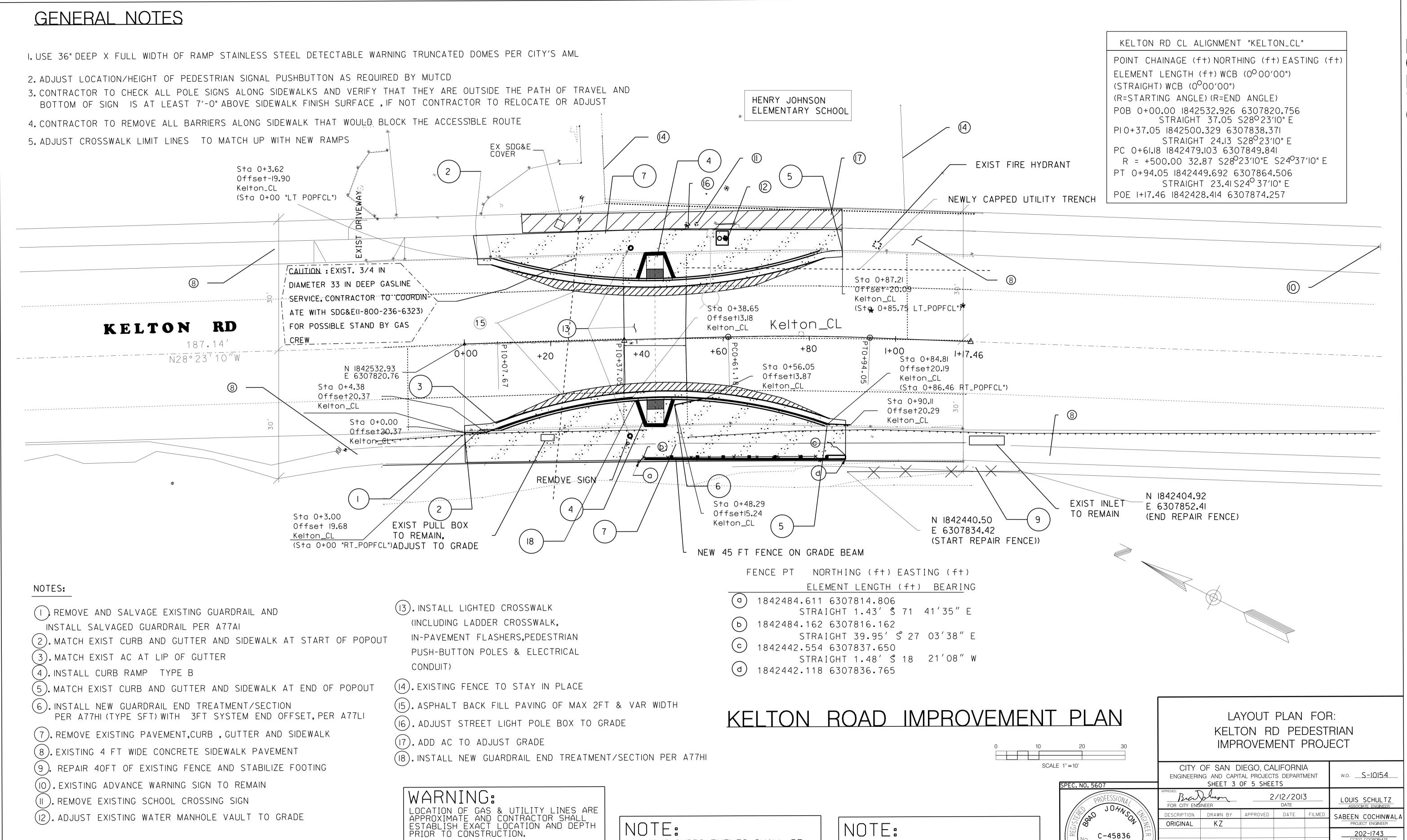
C-45836

12-31-14

DATE COMPLETED

TRAFFIC SHALL REMAIN OPEN WHILE

CONSTRUCTION IS UNDERWAY.



EXISTING IMPROVEMENTS SHALL BE

SDG&E REQUIRES THREE (3) WEEKS NOTICE TO ADJUST BOXES AND HANDHOLES

PROTECTED IN PLACE UNLESS NOTED OTHERWISE.

T-1

CONDUCTOR			TABLE				
AWG SIZE OR CABLE TYPE	10 JE	CIRCUIT	CONE 2"	2" 2		RUN POLE	J
CONDUCTOR CABLE 7	A B	LED SIGN + PPB LED SIGN + PPB	1 -	1 -	_	1	
TOTAL 7 CON	TOTAL 7 CONDUCTOR CABLES			1	_	2	
CONDUCTORS #18		LED LIGHT FIXTURE	2	_	_	_	
NO. 1Ø NO. 1Ø		SERVICE COMMON GROUND	2	- 1	2	2	
NO. 1Ø		LIGHTING		•	•	•	
TOTAL CABLES	S AND) CONDUCTORS	7	2	3	5	

SCHEDULE

REMARKS

ADD LED SIGN AND PUSH BUTTON.

ADD LED SIGN.PUSH BUTTON AND CONTROL

POLE

YPE I-A | 12' | N/A | N/A |

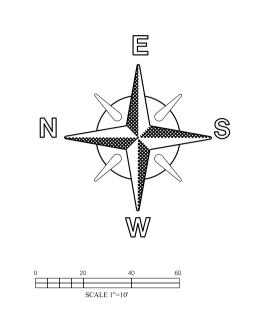
HGT. SIG. M.A. LUM. M.A. CO-HPS

N/A *

* TO BE LOCATED AND MARKED IN THE FIELD BY THE CITY RESIDENT ENGINEER. * PEDESTRIAN PUSH BUTTONS (PPB) SHALL CONFORM TO A.D.A. STANDARDS AND OPERATE WITH MANUFACTURERS COMPONENTS.

N/A

LIGHTED PEDESTRIAN CROSSWALK ON KELTON ROAD



GENERAL NOTES:

- PULLBOXES AND CONDUIT:
 - PULLBOXES ARE No. 5. UNLESS OTHERWISE NOTED ON THIS PLAN. ALL CONDUIT DEPTH MUST BE A MINIMUM OF 18" BELOW THE PAVEMENT, WHICHEVER IS GREATER.
 - CONDUIT SHALL BE 2" DIAMETER, UNLESS OTHERWISE NOTED IN THE CONDUCTOR TABLE OR SHOWN ON THIS PLAN.
- LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE.
- ALL POLE FOUNDATIONS SHALL HAVE A 2" CONDUIT INSTALLED TO AN ADJACENT No.5 PULLBOX.

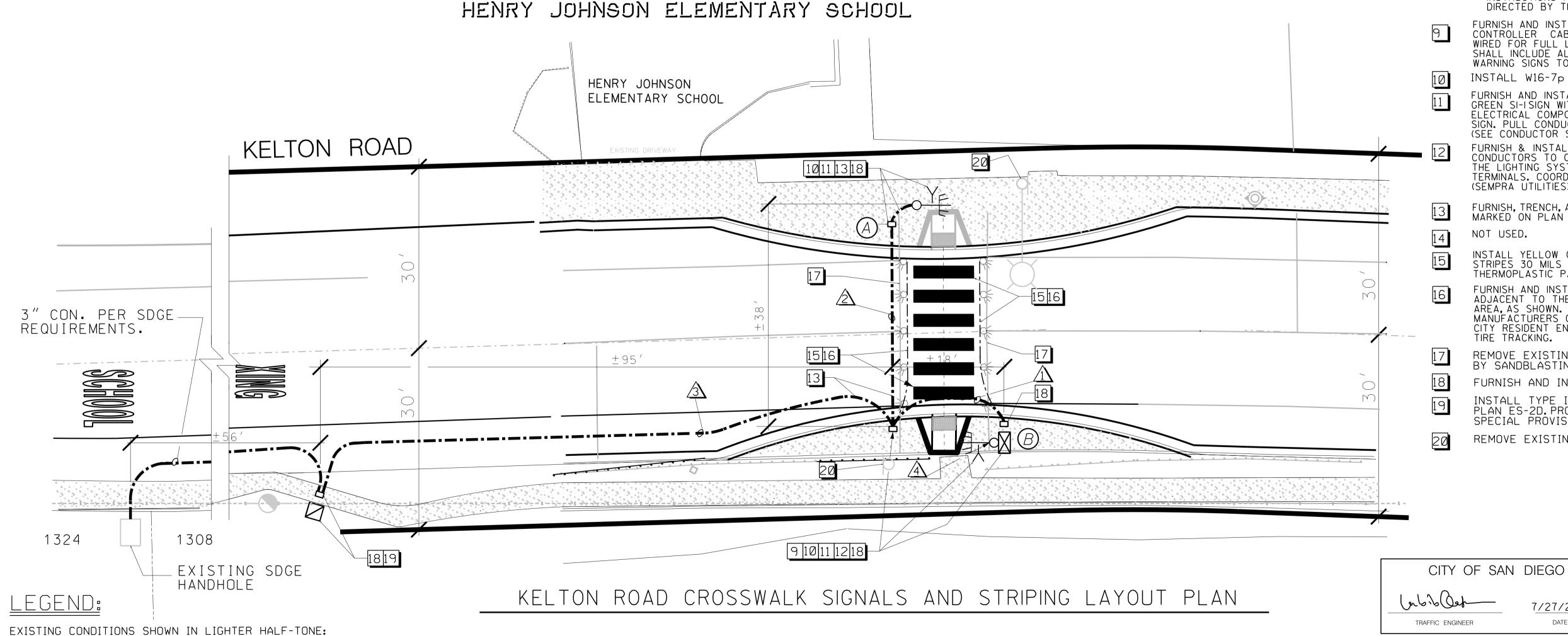
CONT'N OF GENERAL NOTES:

- LOCATION, POSITIONING, AND INSTALLATION OF ELECTRICAL EQUIPMENT, LIGHT FIXTURES, TRAFFIC SIGNS, TRAFFIC STRIPING, PAVEMENT AND CURB MARKINGS:
- THE CONTRACTOR WITH THE APPROVAL OF THE CITY RESIDENT ENGINEER, IS RESPONSIBLE FOR LOCATING, MARKING THE LAYOUT, AND INSTALLATION OF ALL ELECTRICAL AND LIGHTING EQUIPMENT.
- 4b THE CONTRACTOR, WITH THE APPROVAL OF THE CITY'S DESIGNATED TRAFFIC ENGINEER, IS RESPONSIBLE FOR LOCATING, MARKING THE LAYOUT, AND INSTALLATION OF ALL LIGHTING FIXTURES, TRAFFIC SIGNS, TRAFFIC STRIPING, PAVEMENT AND CURB MARKINGS.
- 4c THE CONTRACTOR SHALL OBTAIN THE APPROVALS FOR THE ITEMS NOTED IN 5a AND 5b PRIOR TO INSTALLATION.
- THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL CONFLICTING STRIPING AND PAVEMENT MARKINGS BY SANDBLASTING/GRINDING (METHOD TO BE DETERMINED BY THE CITY RESIDENT ENGINEER).
- CONTRACTOR SHALL RESTORE DISTURBED AREAS DUE TO CONSTRUCTION, BY MATCHING EXISTING SURROUNDING CONDITIONS.
- CONTRACTOR TO PROVIDE AND INSTALL ADEQUATE SOIL EROSION CONTROL MEASURES, TO THE APPROVAL OF THE CITY RESIDENT
 - CONTRACTOR TO DEVISE, DOCUMENT, AND UTILIZE A 'BEST MANAGEMENT' (BMP) PLAN, FOR WATER RUNOFF CONTROL, TO THE APPROVAL OF THE CITY RESIDENT ENGINEER.
- CONTRACTOR TO INSTALL COMPONENTS TO MANUFACTURER INSTRUCTIONS. WHERE CONFLICTS OCCUR BETWEEN THE INSTRUCTIONS AND THIS PLAN, THE CONTRACTOR SHALL BE DIRECTED BY THE CITY RESIDENT ENGINEER.

(SEE CONDUCTOR SCHEDULE)

7/27/2012

- FURNISH AND INSTALL LIGHTED CROSSWALK (LANELIGHT OR EQUAL) SYSTEM CONTROLLER CABINET PER MANUFACTURER'S REQUIREMENTS. ASSEMBLY SHALL BE WIRED FOR FULL LIGHTED CROSSWALK SYSTEM FUNCTIONALITY. ELECTRICAL CABINET SHALL INCLUDE ALL NECESSARY MOUNTING HARDWARE. WIRE PPB AND FLASHING WARNING SIGNS TO NEW CONTROLLER.
- INSTALL W16-7p AND S1-1 SCHOOL CROSSWALK SIGN WARNING ASSEMBLY. FURNISH AND INSTALL MUTCD APPROVED LED LIGHTED FLUORESCENT YELLOW GREEN SI-ISIGN WITH BRACKETS. FURNISH AND INSTALL ALL NECESSARY ELECTRICAL COMPONENTS AND CONDUCTORS FOR PROPER OPERATION OF THE SIGN. PULL CONDUCTORS TO CONTROLLER AND LAND TO ASSIGNED TERMINALS.
- FURNISH & INSTALL ALL NECESSARY ELECTRICAL COMPONENTS, CONDUIT, AND CONDUCTORS TO CONTROLLER AND SERVICE CABINET, WHICH WILL FULLY OPERATE THE LIGHTING SYSTEM. PULL CONDUCTORS AND LAND TO APPROPRIATE TERMINALS. COORDINATE NEW METER AND SERVICE ACTIVATION WITH SDG&E (SEMPRA UTILITIES).
- FURNISH, TRENCH, AND INSTALL NEW ELECTRICAL CONDUIT WITH CONDUCTORS AS MARKED ON PLAN AND SHOWN IN CONDUCTOR TABLE. NOT USED.
- INSTALL YELLOW CROSSWALK STRIPING WITH 2' WIDE 2' SEPARATION BETWEEN STRIPES 30 MILS AND IN ACCORDANCE WITH 2012 GREENBOOK SECTION 314-4.4. THERMOPLASTIC PAINT MATERIAL PER SECTION 214-5. (SEE DETAIL I)
- FURNISH AND INSTALL LED PAVEMENT LIGHTING FIXTURES AND CONDUCTORS ADJACENT TO THE CROSSWALK LINES AND OUTSIDE THE PEDESTRIAN CROSSING AREA, AS SHOWN. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS GUIDELINES/INSTRUCTIONS (UNLESS OTHERWISE DIRECTED BY THE CITY RESIDENT ENGINEER). LIGHT FIXTURES SHALL BE LOCATED SO AS TO AVOID
- REMOVE EXISTING LEGENDS, PAVEMENT MARKINGS, AND CONFLICTING STRIPING BY SANDBLASTING OR GRINDING METHOD APPROVED BY CITY RESIDENT ENGINEER
- FURNISH AND INSTALL PER CALTRANS STANDARD #5 PULL BOX.
 - INSTALL TYPE III SIGNAL AND LIGHT SERVICE PER STATE STANDARD PLAN ES-2D.PROVIDE 50A-1P CIRCUIT BREAKER FOR SIGNAL, 30A-IP (SEE SPECIAL PROVISIONS).
- REMOVE EXISTING S1-1 SCHOOL CROSSWALK SIGN WARNING ASSEMBLY.



LADDER CROSSWALK STRIPING

PROPOSED CURB RAMP

LEGEND (CONTINUED):

NEW ELECTRICAL CONDUIT WITH CONDUCTORS EXISTING ELECTRICAL CONDUIT WITH ADDED

SCALE I"=10'

W16-7p

MUTCD SIGNS:

S1-1

KELTON ROAD PEDESTRIAN IMPROVEMENT SIGNALS AND STRIPING

507	CITY OF SA ENGINEERING AND SHEET	wbs <u>S-10154</u>				
ROFESSIONAL	FOR CITY ENGINEER	2/12/2013 DATE			F. LASAGA ASSOCIATE ENGINEER	
JO4NSON	DESCRIPTION ORIGINAL	вү RH	APPROVED	DATE	FILMED	R. HURTADO PROJECT ENGINEER
C-45836 \Big						202-1743 CCS27 COORDINATE
12-31-14 \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\						1842444-6304407 CCS83 COORDINATE
OF CALIFORNIA	CONTRACTOR	36487- 05 -D				

CONDUCTORS EXISTING ELECTRICAL OVERHEAD

POLE WITH YELLOW LED LIGHTED SIGN

SALVAGED AND REUSED/RELOCATED EQUIPMENT SHOWN DASHED: CONTROLLER CABINET SERVICE METER, PEDESTAL, & FOUNDATION TRAFFIC SIGN ELECTRICAL PULLBOX / HAND HOLE DETAIL EXISTING STREET LIGHT

PROPOSED IMPROVEMENTS SHOWN IN DARKER FULL-TONE:

LED LIGHT FIXTURE