

# City of San Diego

**COPY**

CONTRACTOR'S NAME: Tri-Group Construction and Development, Inc.

ADDRESS: 9580 Black Mountain Rd., Ste L, San Diego, CA 92126

TELEPHONE NO.: 858-689-0058 FAX NO.: 858-689-1594

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

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

AErikat/BDoringo/egz

## CONTRACT DOCUMENTS



## FOR

### SIDEWALK REPLACEMENT GROUP 1 – FY 14 (TREE RELATED)

VOLUME 1 OF 2

BID NO.: L-14-6101-DBB-2-A

SAP NO. (WBS/IO/CC): B-14031

CLIENT DEPARTMENT: 2116

COUNCIL DISTRICT: CITYWIDE

PROJECT TYPE: ID

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

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

**BID DUE DATE:**

**1:30 PM**

**APRIL 8, 2014**

**CITY OF SAN DIEGO**

**PUBLIC WORKS CONTRACTING GROUP**

**1010 SECOND AVENUE, 14<sup>TH</sup> FLOOR, MS 614C**

**SAN DIEGO, CA 92101**

1403 COPY

## ENGINEER OF WORK

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

*R. E. Matter Jr.*  
For City Engineer

11/22/13  
Date

Seal:





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# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List in accordance with the designation stated on the cover page hereof. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
2. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **Sidewalk Replacement Group 1 - FY 14 (Tree Related)** (Project).
3. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
5. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
  - 5.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
  - 5.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

**Total voluntary subcontractor participation percentage for this project is  
33.4%.**
  - 5.3. For additional Equal Opportunity Contracting Program requirements, see Attachment C.
6. **PRE-BID MEETING:**
  - 6.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101 **at 10:00 AM, on MARCH 18, 2014.**
  - 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. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.

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

- 9.1. **STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.**

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

- 9.1.2. Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.

- 9.1.3. The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall

become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.

9.1.4. The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

**10. INSURANCE REQUIREMENTS:**

- 10.1. 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.
- 10.2. 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.

**11. PREQUALIFICATION OF CONTRACTORS:**

11.1. Contractors submitting Bid or Proposal must be pre-qualified for the total amount proposed, inclusive of all alternate items or specified Task Order limits 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 or a Task Order authorization. Complete information and prequalification questionnaires are available at:

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

11.2. The completed questionnaire, financial statement, and bond letter or a copy of the contractor’s SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).

12. **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



Title	Edition	Document Number
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: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

13. **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.
14. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitations to Bid 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 Invitations to Bid shall be the sole responsibility of each bidder. The Invitations to Bid creates or imposes no obligation upon the City to enter a contract.
15. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum and Unit Price contract as set forth in the Bid Proposal Form(s), Volume 2.
16. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
17. **AWARD PROCESS:**
- 17.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 17.2. 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.
- 17.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

18. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements shall render the Bid **non-responsive** and ineligible for award.
19. **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.
20. **SUBMISSION OF QUESTIONS:**
- 20.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:
- Public Works Contracting Group  
1010 Second Avenue, 14<sup>th</sup> Floor  
San Diego, California, 92101
- Attention: [Contract Specialist listed on the front cover hereof]
- OR:
- Email address of the Contract Specialist listed on the front cover hereof.
- 20.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 20.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 20.4. 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.
21. **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.
22. **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.

- 23. 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.
- 23.1.** 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.
- 23.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 23.3.** 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.
- 23.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
- 24. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 24.1.** 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.
- 24.2.** 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.
- 24.3.** A Bid received without the specified bid security will be rejected as being **non-responsive**.
- 25. AWARD OF CONTRACT OR REJECTION OF BIDS:**
- 25.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 25.2.** 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.

- 25.3. 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.
- 25.4. 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.
- 25.5. 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."
- 25.6. 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.
- 25.7. 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.
- 25.8. 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.

**26. BID RESULTS:**

- 26.1. 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.
- 26.2. 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.

**27. THE CONTRACT:**

- 27.1. 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.

- 27.2. 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.
- 27.3. 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.
- 27.4. 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.
- 27.5. 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.
28. **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.
29. **CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 29.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 29.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 29.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

- 29.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 29.5. 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.
- 29.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 29.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**30. PRE-AWARD ACTIVITIES:**

- 30.1. 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**.
- 30.2. 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.

**31. REQUIRED DOCUMENT SCHEDULE:**

- 31.1. 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.
- 31.2. The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

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

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

**CONTRACT FORMS**  
**AGREEMENT**



# CONTRACT FORMS

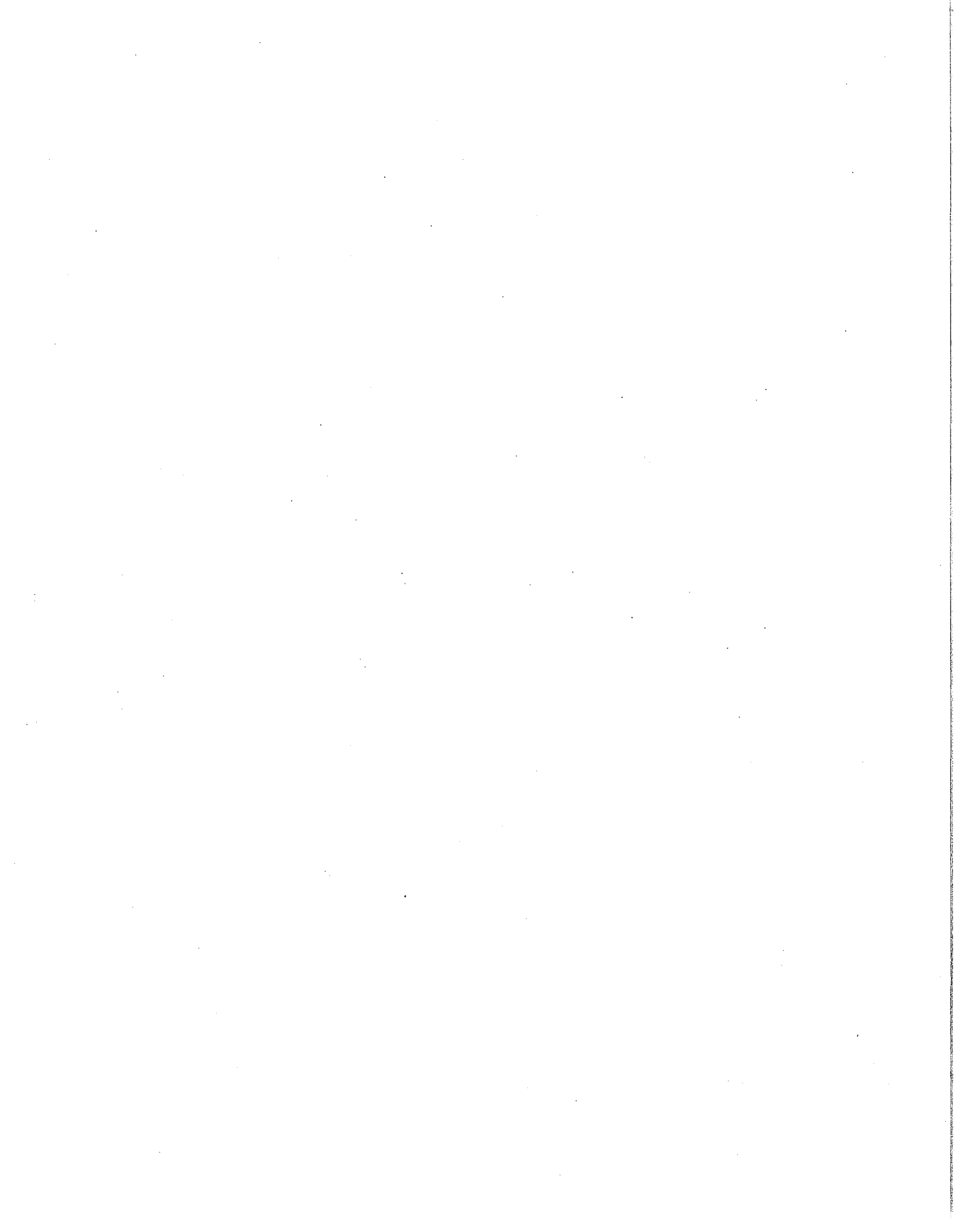
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## CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **Tri-Group Construction and Development, Inc.**, herein called "Contractor" for construction of Sidewalk Replacement Group 1 – FY 14 (Tree Related) Bid No. L-14-6101-DBB-2-A; in the amount of Two Hundred Eighty-Nine Thousand Two Hundred Forty-Two Dollars and 00/100 (\$289,242.00) which is comprised of the Base Bid only.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled Sidewalk Replacement Group 1 – FY 14 (Tree Related), on file in the office of the Public Works Department as Document No. B-14031, 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 Sidewalk Replacement Group 1 – FY 14 (Tree Related), Bid Number L-14-6101-DBB-2-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.



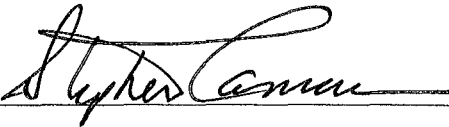
CONTRACT FORMS (continued)

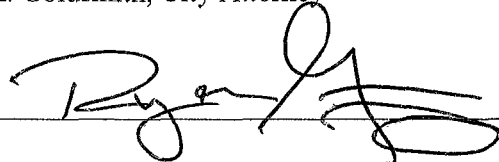
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code 22.3107 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By 

By 

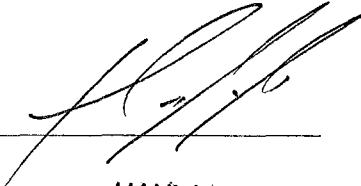
Print Name: Stephen Samara,  
Senior Contract Specialist

Print Name: RYAN P. GERRITY  
Deputy City Attorney

Date: 5-30-14

Date: 5/29/14

CONTRACTOR

By 

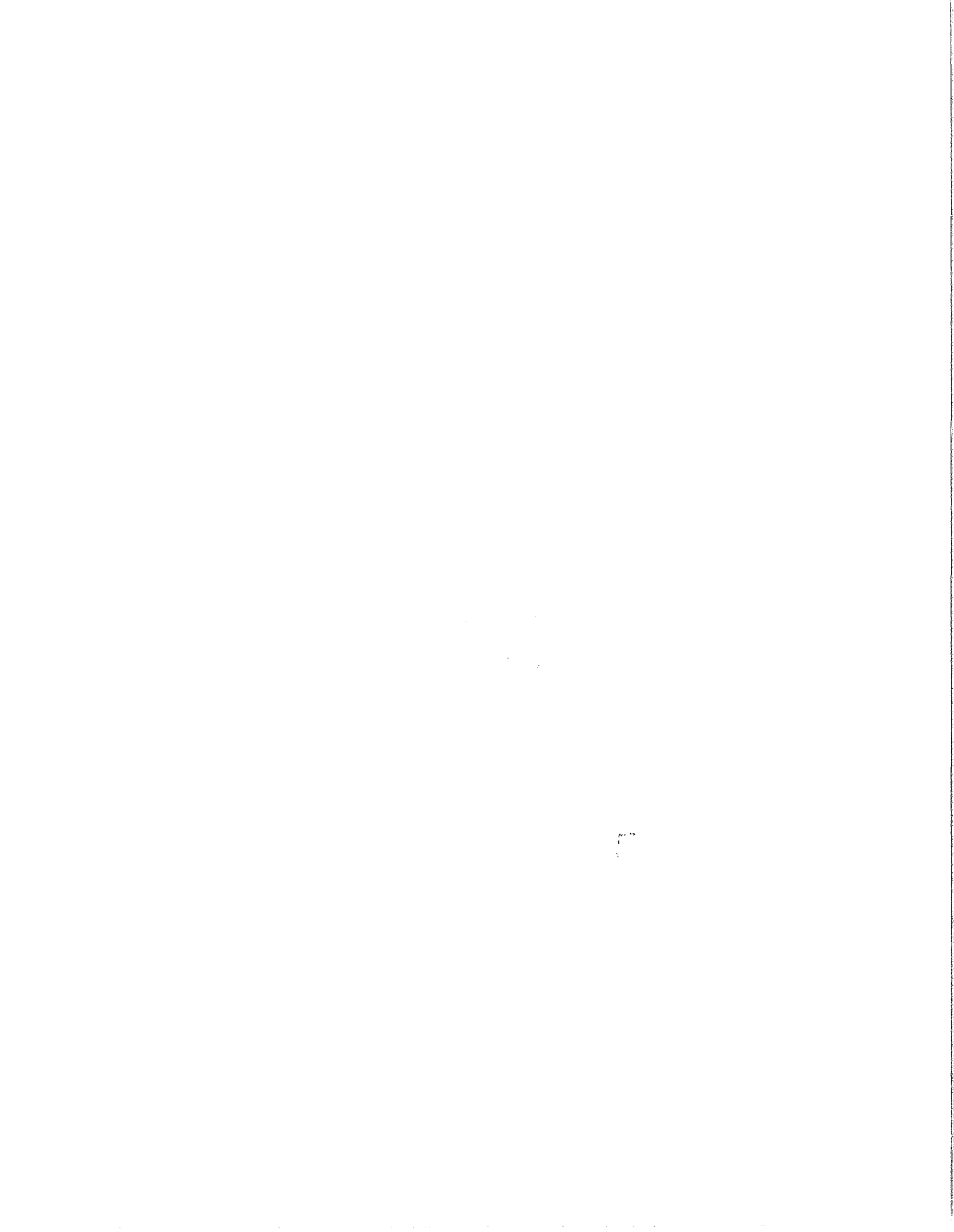
Print Name: HANI ASSI

Title: SECRETARY OF CORPORATION

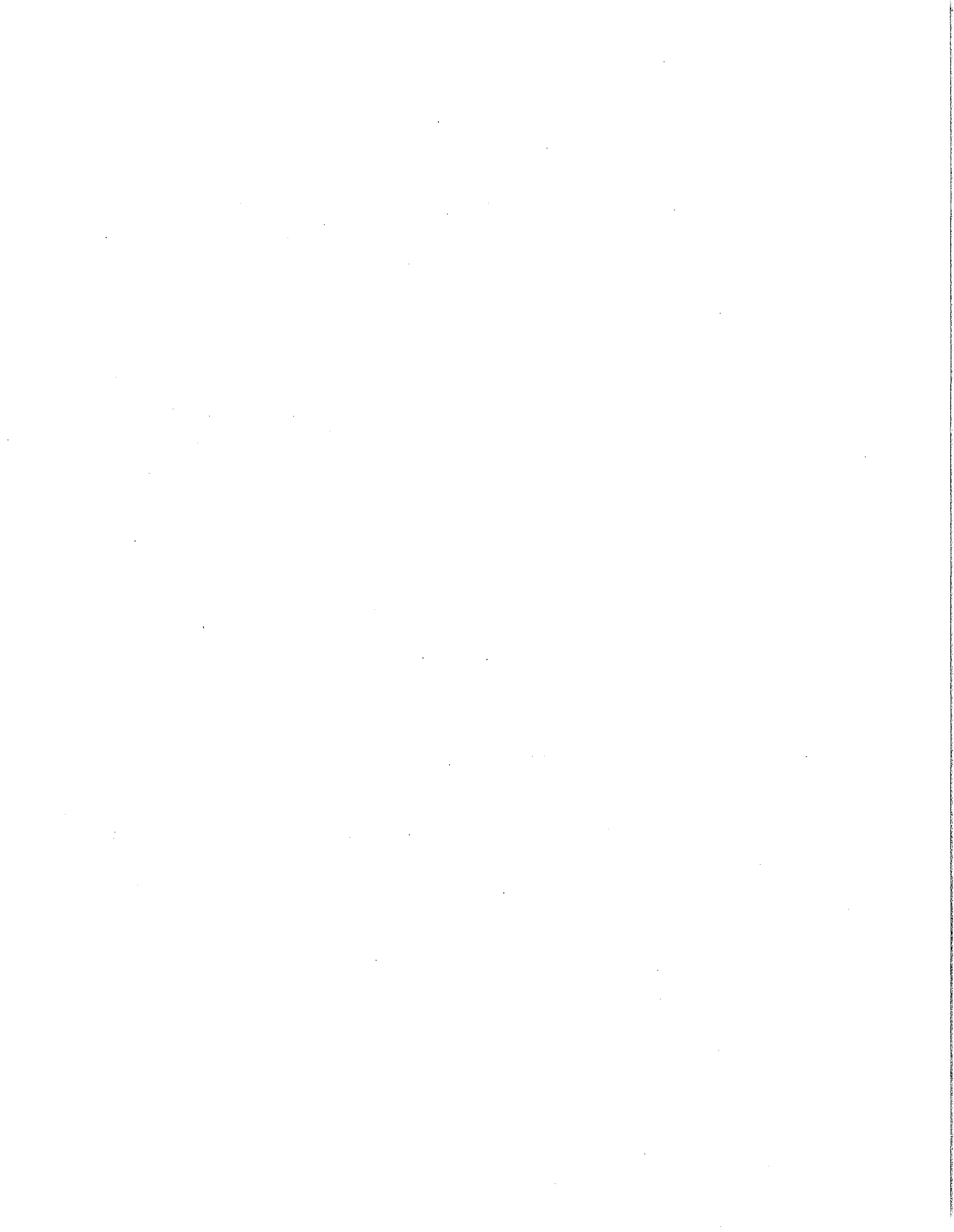
Date: 05-07-2014

City of San Diego License No.: 2003004679

State Contractor's License No.: 792159



**CONTRACT FORMS  
ATTACHMENTS**



**CONTRACT ATTACHMENT**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

---

**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

**Tri-Group Construction and Development, Inc.**, a corporation, as principal, and \_\_\_\_\_  
**NORTH AMERICAN SPECIALTY INSURANCE COMPANY** \_\_\_\_\_, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and  
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of  
**Two Hundred Eighty-Nine Thousand Two Hundred Forty-Two Dollars and 00/100**  
**(\$289,242.00)** for the faithful performance of the annexed contract, and in the sum of **Two Hundred**  
**Eighty-Nine Thousand Two Hundred Forty-Two Dollars and 00/100 (\$289,242.00)** )  
for the benefit of laborers and materialmen designated below.

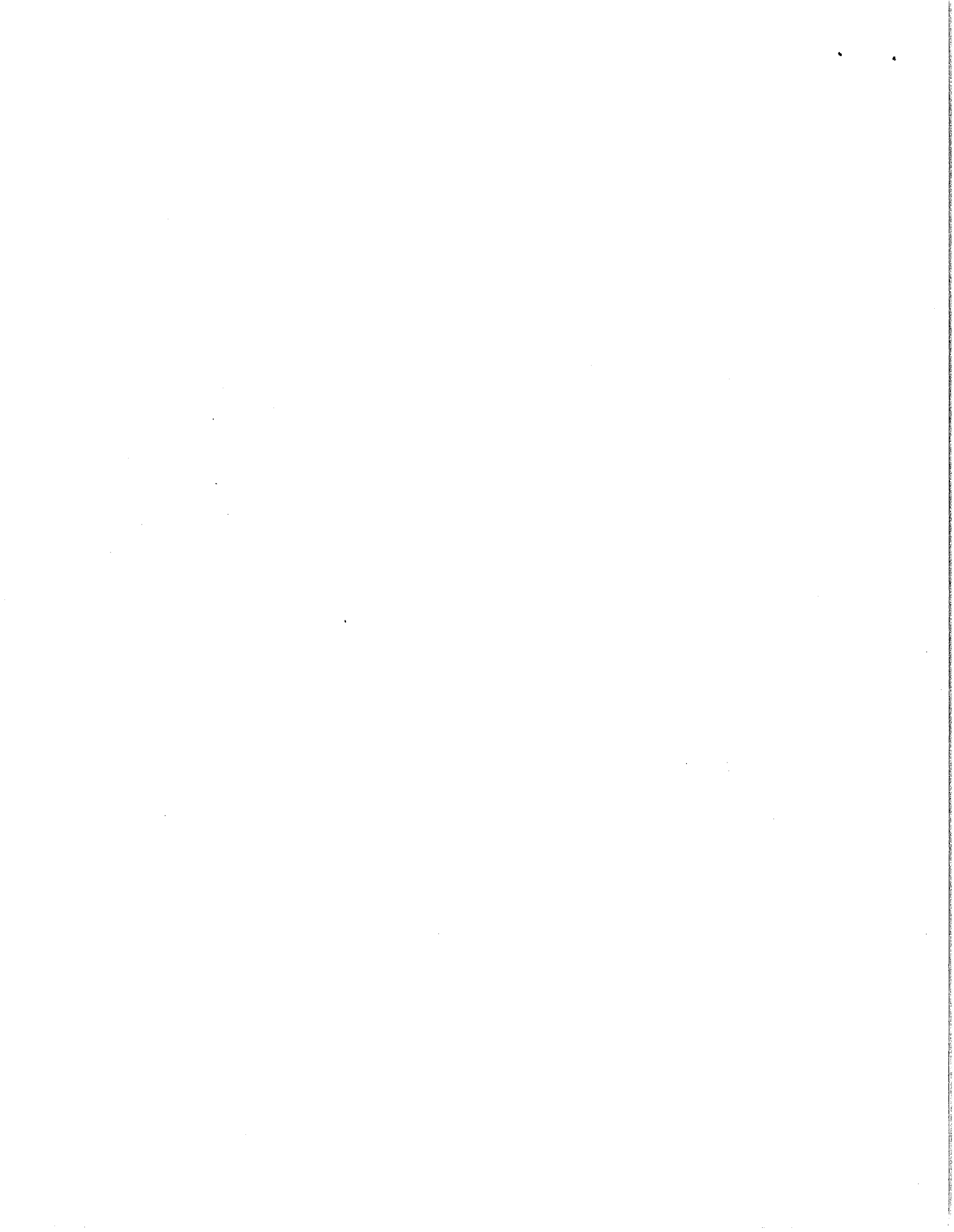
**Conditions:**

If the Principal shall faithfully perform the annexed contract **Sidewalk Replacement**  
**Group 1 – FY 14 (Tree Related)**, Bid Number **L-14-6101-DBB-2-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 APRIL 30, 2014

Approved as to Form and Legality

TRI-GROUP CONSTRUCTION  
AND DEVELOPMENT, INC.

Principal

By 

HANI ASSI, SECRETARY

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

NORTH AMERICAN  
SPECIALTY INSURANCE COMPANY

Surety

By 

MARK D. IATAROLA, Attorney-in-fact

Approved:

By 

Stephen Samara, Senior Contract Specialist

6 HUTTON CENTRE DRIVE, SUITE 850

Local Address of Surety

SANTA ANA, CA 92707

Local Address (City, State) of Surety

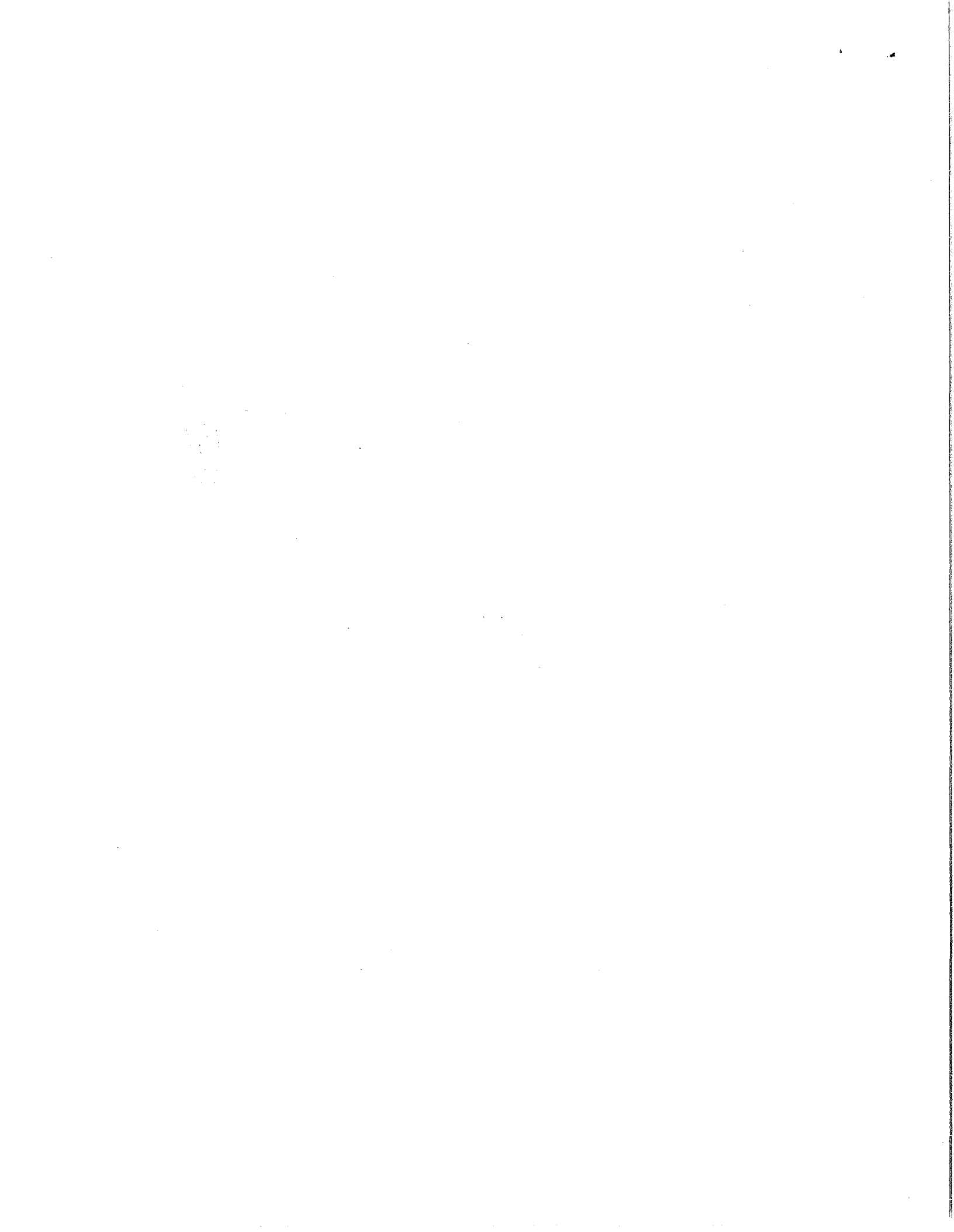
714/550-7799

Local Telephone No. of Surety

PREMIUM IS FOR CONTRACT TERM  
AND IS SUBJECT TO ADJUSTMENT  
BASED ON FINAL CONTRACT PRICE

Premium \$ 3,332.00

Bond No. 2175789



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

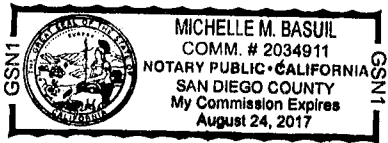
STATE OF CALIFORNIA

County of SAN DIEGO }

On 4/30/2014 before me, MICHELLE M. BASUIL, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA  
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature Michelle M. Basuil  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

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

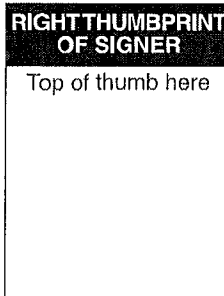
Document Date: 4/30/2014 Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

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



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

THE UNIVERSITY OF CHICAGO  
LIBRARY  
540 EAST 57TH STREET  
CHICAGO, ILL. 60637  
TEL: 773-936-3000

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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

FIFTY MILLION (\$50,000,000.00) DOLLARS

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

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

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



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



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

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

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

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



[Signature]
Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of APRIL, 2014.

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



# CONTRACTOR CERTIFICATION

---

## DRUG-FREE WORKPLACE

PROJECT TITLE: Sidewalk Replacement Group 1 – FY 14 (Tree Related)

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

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

---

(Name under which business is conducted)

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

Signed \_\_\_\_\_



HANI ASSI

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**SECRETARY OF CORPORATION**





# CONTRACTOR CERTIFICATION

---

## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Sidewalk Replacement Group 1 – FY 14 (Tree Related)

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

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

---

(Name under which business is conducted)

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

Signed  \_\_\_\_\_

**HANI ASSI**

Printed Name \_\_\_\_\_

Title **SECRETARY OF CORPORATION** \_\_\_\_\_



# CONTRACTOR CERTIFICATION

## CONTRACTOR STANDARDS -- PLEDGE OF COMPLIANCE

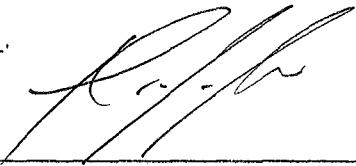
PROJECT TITLE: Sidewalk Replacement Group 1 – FY 14 (Tree Related)

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

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

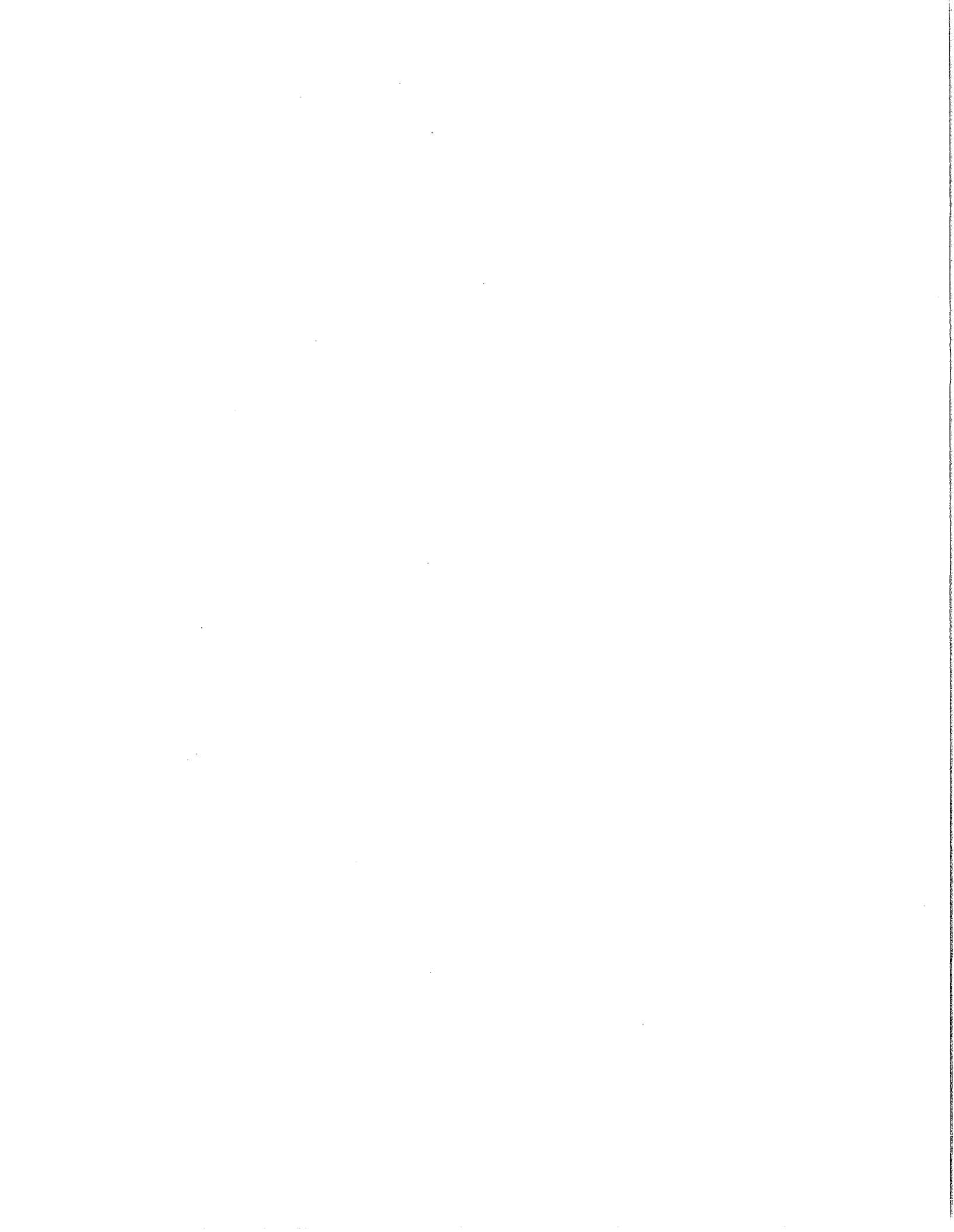
I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 7<sup>th</sup> Day of MAY, 2014.

Signed  \_\_\_\_\_

Printed Name HANI ASSI

Title SECRETARY OF CORPORATION



**AFFIDAVIT OF DISPOSAL**

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

**Sidewalk Replacement Group 1 – FY 14 (Tree Related)**

(Name of Project)

as particularly described in said contract and identified as Bid No. **L-14-6101-DBB-2-A**; SAP No. (WBS/IO/CC) **B-14031**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Contractor

by

**ATTEST:**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_

Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

# ATTACHMENTS

**ATTACHMENT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

1. **SCOPE OF WORK:** Citywide construction for the removal and replacement of damaged sidewalk, curb/gutter, curb ramps, tree trimming, root pruning, root barrier installation in accordance with the contract specifications and the Project Location List in the Contract Appendix.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids, inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$265,000.00**.
3. **LOCATION OF WORK:** The location of the Work is as follows:

Various locations citywide as listed in the appendices of these contract documents.
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **70 Working Days**.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
  - 5.1. The City has determined the following licensing classification(s) for this contract:

Option	Classification(s)
1	CLASS A
2	CLASS C8

- 5.2. The Bidder shall satisfy the licensing requirement by meeting **at least** one of the listed options.



**ATTACHMENT B**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## **EQUAL OPPORTUNITY CONTRACTING PROGRAM**

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

### **D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

#### **1. Nondiscrimination in Contracting Ordinance.**

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

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

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

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

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

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

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

**ATTACHMENT D**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

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

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

#### **1-2 TERMS AND DEFINITIONS.**

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

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

### **SECTION 2 - SCOPE AND CONTROL OF WORK**

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

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.

### **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

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

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

#### **7-3.1 Policies and Procedures.**

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your



indemnity obligations, is not deemed limited to the insurance coverage required by this contract.

4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**7-3.2 Types of Insurance.**

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

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

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

**7-3.2.2 Commercial Automobile Liability Insurance.**

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

2. All costs of defense must be outside the limits of the policy.

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

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

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

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

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance.**

**7-3.5.1.1 Additional Insured.**

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

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City

and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

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

**7-3.5.2 Commercial Automobile Liability Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### SECTION 300 – EARTHWORK

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

No new improvements shall be constructed prior to the removal of an identified tree in accordance with Section 300-1.3.2(d).

### SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

**ADD:**

**303-5.1.1.2 Shaving Existing Concrete Deflections.** No shaving method shall be used that may pulverize or crack the existing concrete or cause movement of the sub-grade.

Existing asphalt patches shall be completely and carefully removed from the area where sidewalk, driveway, or curb and gutter are lifted, deflected or offset. Each

area where the concrete is deflected or offset shall be shaved and tapered to minimum slope of 8:1 on a straight grade, with a smooth, uniform, slip-resistant finish, in accordance with the requirements of the Americans with Disabilities Act. Areas of curb and gutter or cross gutter where the intent is to correct a drainage problem shall be shaved precisely as marked, matching the existing angle and slope of the curb and gutter. All lifts will be taken to a zero point of differential, aligning along the adjoining concrete surface at all points with variance of no more than 1/16". All concrete shaving shall be taken to the zero point of differential settlement and to the edges of the sidewalk to eliminate trip hazards over the full width of the sidewalk. All repairs will extend fully to both edges of the sidewalk or to a point where there is no variance between sections of sidewalk to ensure the complete elimination of the trip hazard without exception. Concrete dust shall be contained and recovered and all debris shall be fully cleaned from the sidewalk and surrounding area. Rough edges or areas where a straight grade slope varies by more than 1/8" are not acceptable.

**303-5.9 Measurement and Payment.** ADD the following:

Measurement shall be made by taking the average depth of the cut on each deflected area, multiplied by the length along the joint that is shaved.

Payment shall be made per inch-foot of the area shaved at the contract unit price per inch-foot of Concrete Shaving in the bid documents.

**SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION**

**308-6.1.6 Root Barrier.** To the City Supplement, ADD the following:

Root barriers shall be equivalent to type LB-18-2 and LB-12-2, as manufactured by Deep Root Control Products or approved equal.

**308-7 GUARANTEE.** To the City Supplement, DELETE in its entirety.

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

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

- Tree Trimming (EA)
- Root Pruning (EA)
- Root Barrier (EA)

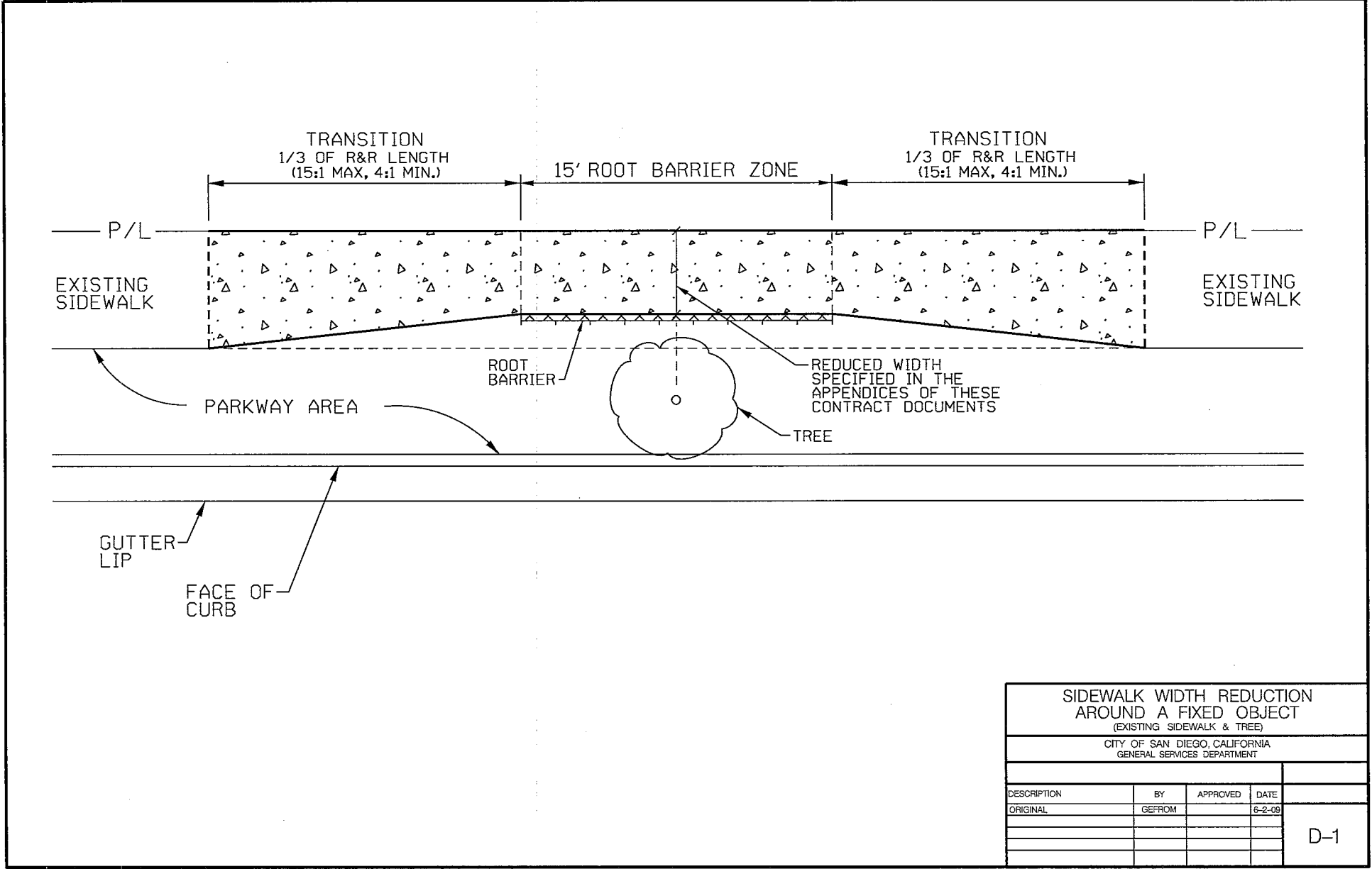
**308-8 PAYMENT.** To the City Supplement, DELETE in its entirety.

**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

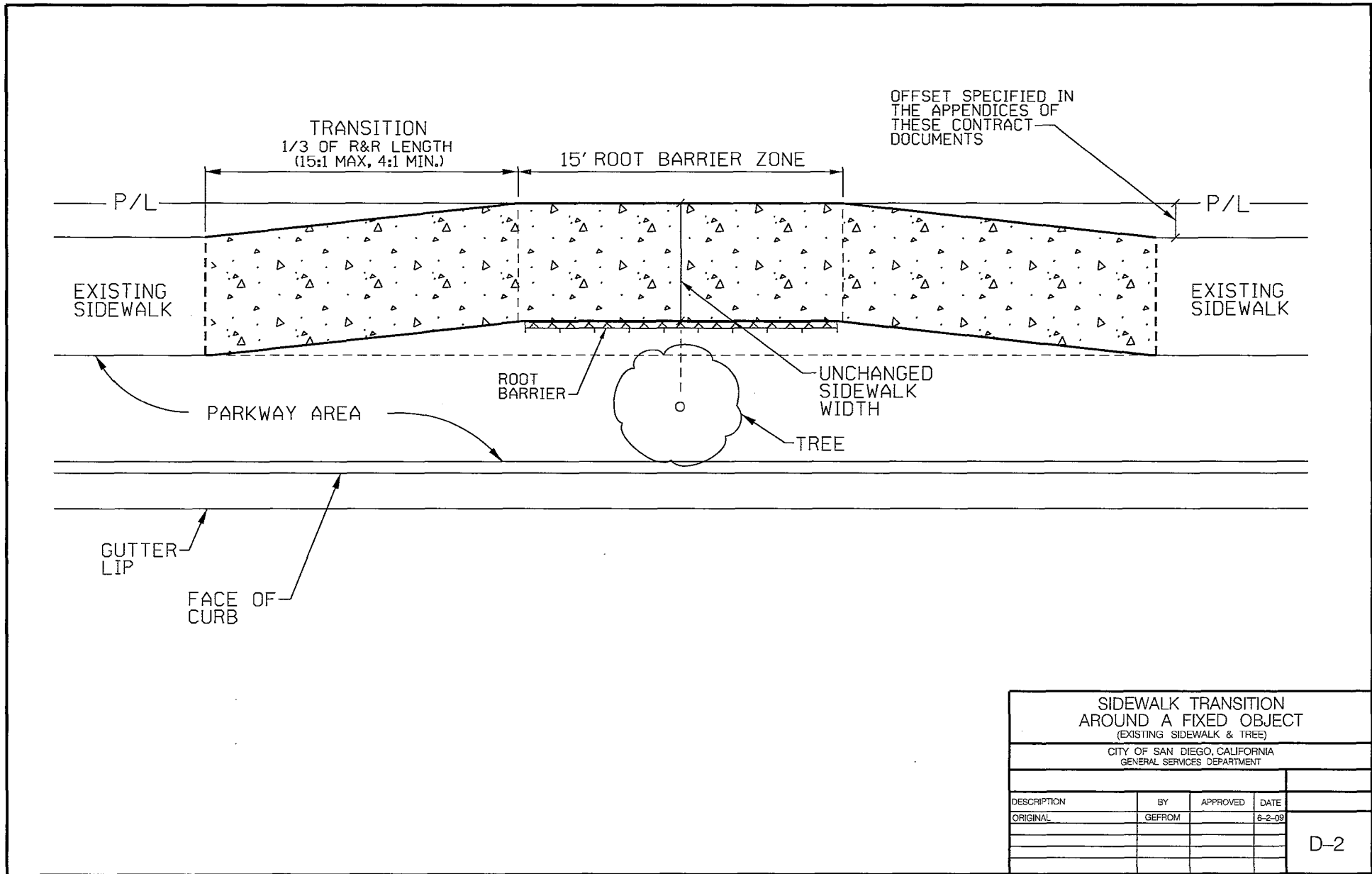
**APPENDIX A**

**Tree-Related Standard Drawings**



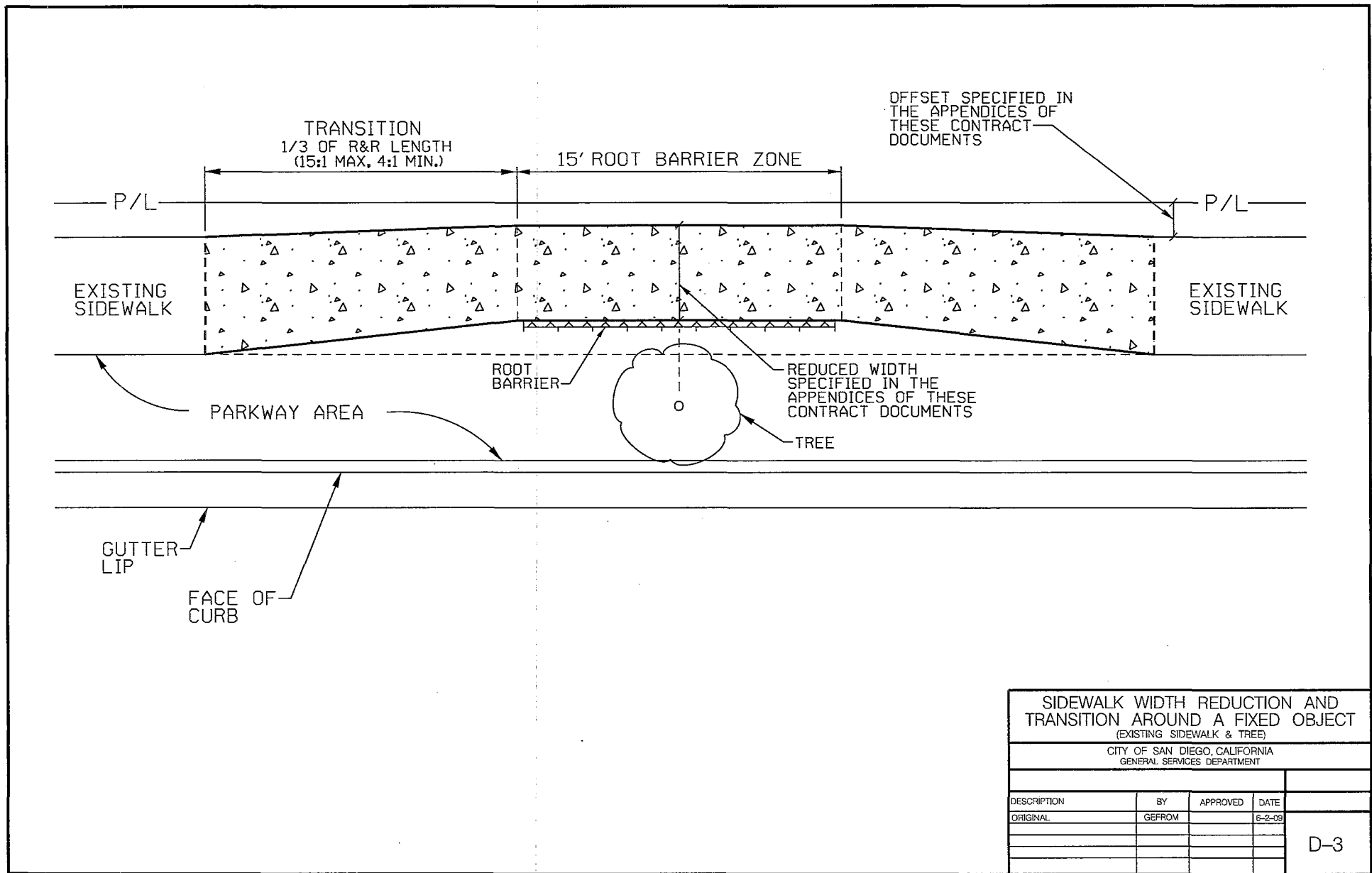
SIDEWALK WIDTH REDUCTION AROUND A FIXED OBJECT (EXISTING SIDEWALK & TREE)			
CITY OF SAN DIEGO, CALIFORNIA GENERAL SERVICES DEPARTMENT			
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	GEFROM		6-2-09
			D-1

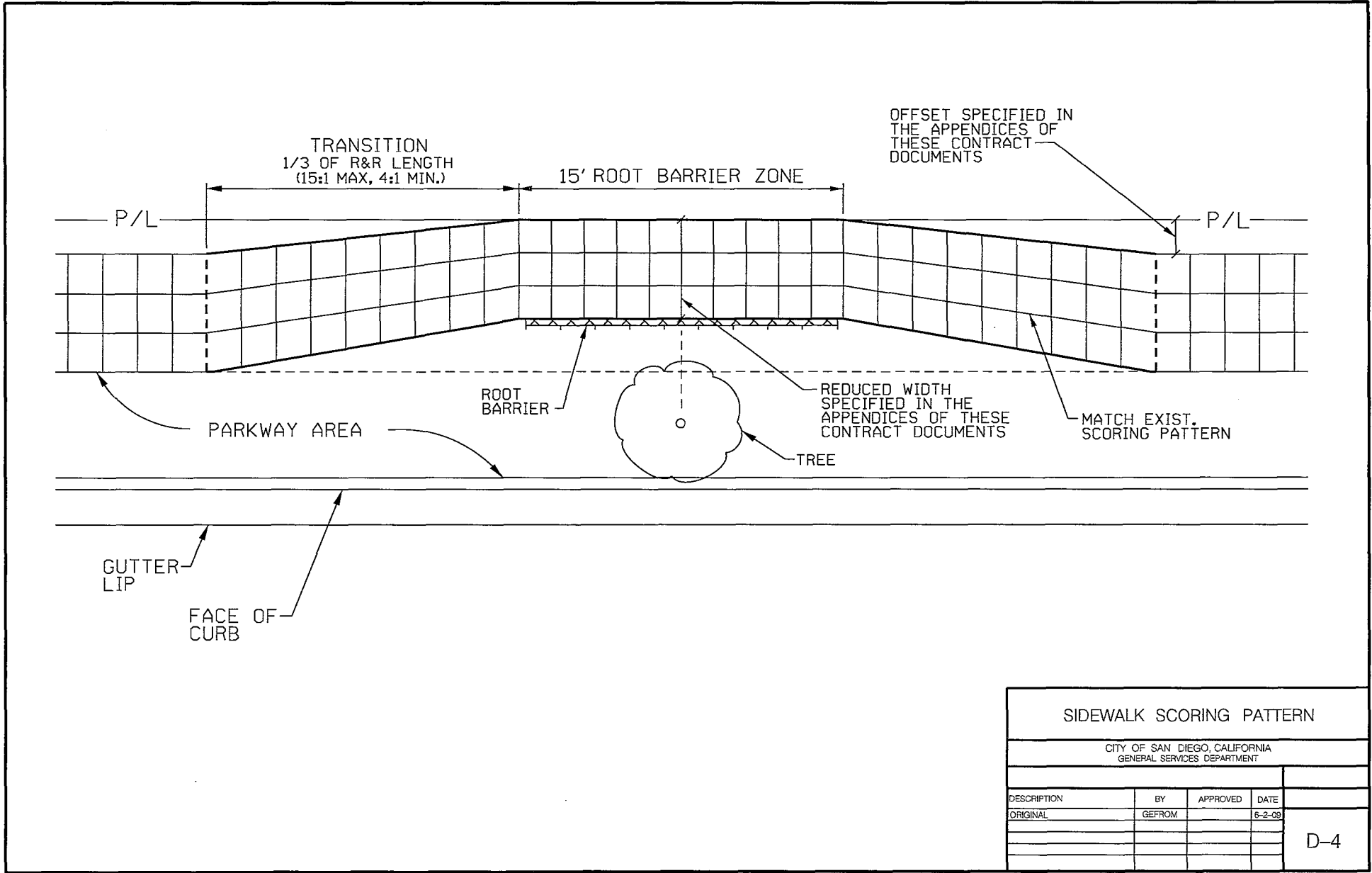


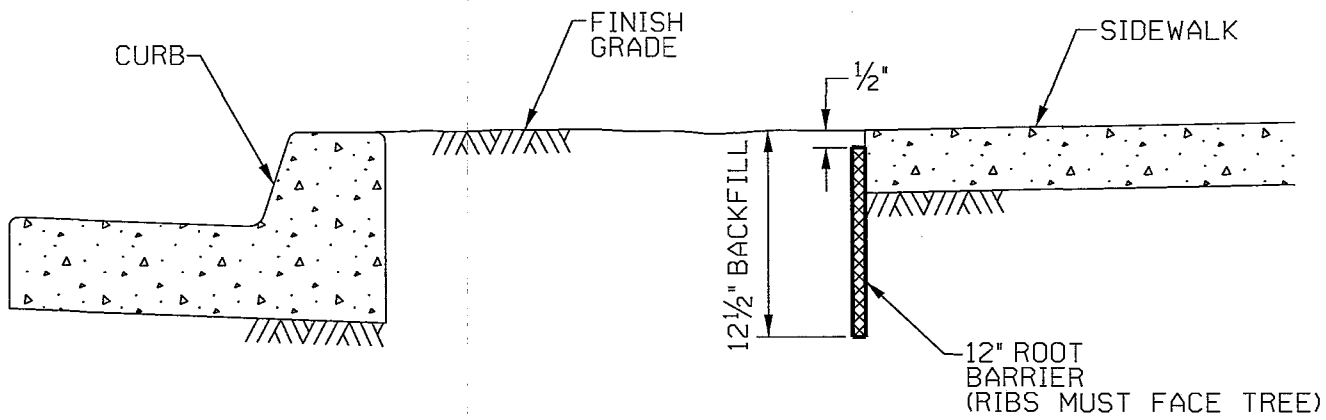


SIDEWALK TRANSITION AROUND A FIXED OBJECT (EXISTING SIDEWALK & TREE)			
CITY OF SAN DIEGO, CALIFORNIA GENERAL SERVICES DEPARTMENT			
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	GEFROM		6-2-09

D-2







ROOT BARRIER AT SIDEWALK			
CITY OF SAN DIEGO, CALIFORNIA GENERAL SERVICES DEPARTMENT			
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	GEFROM		6-2-09

D-5

**APPENDIX B**

**Fire Hydrant Meter Program**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

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

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

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

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

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

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



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

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

8. **UNAUTHORIZED USE OF WATER FROM A HYDRANT**

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

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

**Larry Gardner  
Water Department Director**

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

#### **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter		
Contract Acct #:	Deposit Amount: <b>\$ 936.00</b>	Fees Amount: <b>\$ 62.00</b>	
Meter Serial #	Meter Size: <b>05</b>	Meter Make and Style: <b>6-7</b>	
Backflow #	Backflow Size:	Backflow Make and Style:	
Name: Sidewalk Replacement Group 1 - FY 14 (Tree Related)	Signature:	Date:	58   Page



WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX C**

**Materials Typically Accepted by Certificate of Compliance**

## Materials Typically Accepted by Certificate of Compliance

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

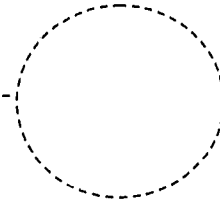
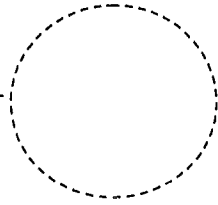
**APPENDIX D**

**Sample City Invoice**

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

**APPENDIX E**

**Door Hanger**



(Contractor Name)

(Contractor Name)

**At Your Service!**

**At Your Service!**

GOOD NEWS! We plan to begin working on a new sidewalk / curb replacement near your address within the next three working days.

GOOD NEWS! We plan to begin working on a new sidewalk / curb replacement near your address within the next three working days.

Q. HOW LONG WILL THIS WORK TAKE?

A. It should take about five working days to remove and replace damaged areas of sidewalk, and final clean up (including any irrigation line repairs) will follow in the next week.

Q. HOW LONG WILL THIS WORK TAKE?

A. It should take about five working days to remove and replace damaged areas of sidewalk, and final clean up (including any irrigation line repairs) will follow in the next week.

Q. CAN I WRITE IN THE WET CEMENT?

A. No, but you may walk on your new sidewalk 24 hours after it is poured. It's ok to drive on it in about 21 days.

Q. CAN I WRITE IN THE WET CEMENT?

A. No, but you may walk on your new sidewalk 24 hours after it is poured. It's ok to drive on it in about 21 days.

Q. WILL MY SPRINKLERS GET DAMAGED?

A. If this occurs, we will repair the broken lines. After new sidewalk is placed, please do not install irrigation pipes in the space between tree(s) and sidewalk as this is the root-barrier zone.

Q. WILL MY SPRINKLERS GET DAMAGED?

A. If this occurs, we will repair the broken lines. After new sidewalk is placed, please do not install irrigation pipes in the space between tree(s) and sidewalk as this is the root-barrier zone.

Q. WILL MY STREET IMPROVEMENTS BE DAMAGED?

A. At times, we must remove bricks or other encroachments from the parkway in order to do our work in the public right of way. These items are returned to the fronting property owner.

Q. WILL MY STREET IMPROVEMENTS BE DAMAGED?

A. At times, we must remove bricks or other encroachments from the parkway in order to do our work in the public right of way. These items are returned to the fronting property owner.

Q. WHAT ABOUT PARKING?

A. We appreciate your cooperation in parking out of our work area and apologize for any inconvenience. NO PARKING signs may be placed to allow us room to work.

Q. WHAT ABOUT PARKING?

A. We appreciate your cooperation in parking out of our work area and apologize for any inconvenience. NO PARKING signs may be placed to allow us room to work.

**Thank You**

**We hope you will be pleased with this improvement to your area**

**Thank You**

**We hope you will be pleased with this improvement to your area**

PHONE NUMBERS

Concrete Contractor (24 Hour): \_\_\_\_\_

Resident Engineer (Inspector): \_\_\_\_\_

PHONE NUMBERS

Concrete Contractor (24 Hour): \_\_\_\_\_

Resident Engineer (Inspector): \_\_\_\_\_



**APPENDIX F**

**Project Location List**

SN#	Map No.	LOCATION	Est Shv in'	Est SW sq'	Est DW sq'	Est CG lin'	Est Rpk sq'	Crb Rmp ea	Hst Stp ea	RB lin'	# Trees	TREE RECOMMENDATION	CONCRETE WORK	Surveyed By
150000506860	1248-G3	4048 MT EVEREST BL; SWtree		60						15	1	RP Jac 14"	R&R SW 4x15	AE
150000479117	1248-G3	4060 MT EVEREST BL; SWtree		60						15	1	RP Jac 7"	R&R SW 4x15	AE
150000515580	1248-G4	3814 MT EVEREST BL; SWtree		120						15	1	RP Jac 14"	R&R SW 4x30	AE
150000483596	1248-G4	3855 MT BRUNDAGE AV (Acr/Fr); SWtree		60				1		15	1	RP 2 broadleaf 15"	R&R SW 4x15	AE
150000515300	1248-G4	3883 MT BLACKBURN AV; SW TREE		60						15	1	RP chi elm 20"	R&R SW 4x15	AE
150000515578	1248-G4	3919 MT BLACKBURN AV; SW TREE		264						15	1	Rmv Ash 23"; Plnt Oxy	R&R SW 4x30, 4X36	AE
150000511480	1248-G5	3512-3522 MT BURNHAM CT; SWtree		216						15	1	Rmv 2 Liq; plnt 2 Oxy	R&R SW 22X4 @ (3512), 12X4 @ (3522), 20X4 @ (3532)	AE
150000470315	1248-G5	5382 VIA CARANCHO; SWtree		128	48					15	1	RPAD Kaffir 15"	SWtran 6"@ tree 4x32, DW 4x4	AE
150000511773	1248-G5	5404 MT BURNHAM DR; SWtree		136						15	1	Rmv 2Liq 11" 12"; Plnt 3 oxy	R&R SW 8X4, 12X4, 15X4	AE
150000511870	1248-G5	5415 VIA BELLO; SWtree		216	126					15	1	RP 3Pkytrees 18" 7" 4"; Rmv bush by	R&R SW 54X4, DW 8.5x15	AE
150000500397	1248-H1	5106 KESLING ST; Notice of TreePlanting		40	60					15	1	Plant; 2 Rhus lancia 15gl	R&R SW 4x10, DW 4x15	AE
150000485428	1248-H1	5362 CHANNING ST; SWtree		64	60					15	1	Rmv Liq 11"; Plnt Oxy	R&R SW 16X4, DW 4x15	AE
500000078083	1248-H3	6322 MT AINSWORTH CT; SWtree		184	180	60				15	1	Rmv Kaffir 24"; Plnt Metro excel	R&R SW 4x46, DW12x15, CG 60	AE
150000490218	1248-H4	3656 MT ALVAREZ AV; SIDEWALK		60						15	1	RPAD Palm 30"	R&R SW 4x15	AE
150000475444	1248-J3	3895 HATTON on BATISTA; SWtree		160		30				15	1	Rmv Ash 21"; Plnt oxy	R&R SW 4x40, CG30	AE
150000477662	1248-J3	6531 MT AGUILAR DR; SWtree		104						15	1	RPAD 2 Carotwd 19" 20"	SWtran 6"@trees 26X4 SW R&R	AE
150000477656	1248-J3	6639 FORUM ST; SWtree		80						30	2	Rmv Liq; Plnt 2 Oxy	R&R SW 20X4	AE
150000507126	1248-J3	6709 SALIZAR on AUBURDALE; SWtree		80						15	1	RP Carotwd 12"	R&R SW 4x20	AE
150000475438	1248-J3	6766 FORUM ST; SWtree		60						15	1	Rmv Liq 14" Plnt Oxy	R&R SW 4x15	AE
150000475439	1248-J3	6837 FORUM ST; SWtree		80						15	1	Rmv Liq 15"; Plnt Rhus	R&R SW 4x20	AE
150000506885	1248-J4	6718 THORNWOOD ST; SWtree		100						15	1	RP Carotwd 16"	R&R SW 4x25	AE
150000506361	1248-J7	LEVANT ST & LINDA VISTA RD- NEC; SWtree		64						15	1	RP Oak 22"	R&R CrbRmpC1, 20F C&G, 16X4 SW R&R	AE
150000512922	1249-A3	3852 ROSETTA CT; SIDEWALK RAMPED		180						15	2	No RP; Trees not a factor	R&R SW 4x15, 3802 Rosetta 30x4 Sidewalk R&R	AE
150000507134	1249-A4	3436 ARMSTRONG ST; SWtree		140	56					15	1	Rmv 2Bpepr; Plnt 2Metro Excelsus	R&R SW 4x35, DW5x14	AE
150000488389	1249-A5	3230 ASHFORD ST; SWtree		168				1		15	1	RP Ficus 24"	R&R SW 4X12, 30x4 SW	AE

SN#	Map No.	LOCATION	Est Shv in'	Est SW sq'	Est DW sq'	Est CG lin'	Est Rpk sq'	Crb Rmp ea	Hst Stp ea	RB lin'	# Trees	TREE RECOMMENDATION	CONCRETE WORK	Surveyed By
50000068645	1249-A7	2325 FINCH LN; SW tree		220						15	1	Rmv 2 Liq 12" 8" Plnt 2 Oxy	55X4 SW R&R	AE
150000506383	1249-A7	7344, 40 FULTON ST; SWtree		125	30					15	1	Plnt Rhus	R&R SW 5x25, DW 5x6	AE
150000512667	1249-C7	2451, 2461 & 2471 ROOT ST; SWtree		260	100					15	1	Plnt Rhus at 2451; Palms not a fact	R&R 20X5 DW , 65X4 SW	AE
150000487699	1249-C7	2461 MURRAY RIDGE RD; SWtree		120						15	1	RP Carotwd 13"	R&R SW 4x30	AE
150000492802	1249-C7	8774 ENCINO AV; SWtree		120						15	1	RPAD Bris 14"	SWtran 6"@tree— 4X15 , 4X15	AE
150000500589	1249-D5	3061 MOBLEY ST; SWtree		140				1		15	1	RPAD Brisbox 18"	35X4 SW, CrbRmpA	AE
150000500589	1249-D5	3260 MOBLEY ST; SWtree		240		16				15	1	RP & Trim City Tree	60X4 SW	AE
150000491945	1249-D6	2841 LARKIN PL; ShvSW only		60						15		No RP; PO refused new tree	4X15 SW	AE
150000491945	1249-D6	2849 LARKIN PL		160						15	1	RP City Tree	40X4 SW	AE
150000479472	1249-D6	2949 LARKIN PL; SWtree		60						15	1	RP Carotwd 16"	R&R SW 4x15	AE
150000489301	1249-E6	2795 MELBOURNE DR; SWtree		20				1		15	1	Plnt Rhus (on Irvington side)	R&R SW -CrbRmpC2	AE
150000488368	1249-E6	9217 OVERTON AV; SIDEWALK		80						15	1	RP; Bris box 14" /2	R&R SW 4x20	AE
150000486456	1249-E7	2596 MONETTE DR; SWtree		120						15	1	RP 2Jac 11" 11"	R&R SW 4X30	AE
150000513704	1249-F6	9452 LARABEE on HARCOURT DR; swTREE		240				1		15	1	Rmv ChiElm 16"; Plnt Pistachia chin	R&R SW 60X4, CrbRmpC2	AE
150000509460	1249-H7	6008 MISSION GORGE RD- UNEVEN SW		60						15	1	RP Palm	RR SW 4X15	AE
150000510712	1249-J3	10930 VIACHA CT on VIACHA DR; SWtree		60						15	1	Plnt Rhus	R&R SW 4x15	AE
150000480595	1249-J6	4760 Greenbrier Av; SWtree		80				1		15	1	RPAD 2 Broadleaf 19" 18"	R&R SW 4x20, Curb Ramp A	AE
150000479331	1249-J6	6590 DELBARTON ST; SW RAMPED		120						15	1	RPAD Euc 16"	R&R SW 30X4	AE
150000506366	1249-J7	4604 GLACIER AV; SWtree		240						30	2	RP crape 10"	R&R SW 30X4 , 30X4 (2 LOCATIONS)	AE
150000505925	1249-J7	4656 VANDEVER AV; SIDEWALK RAMPED		180						15	1	RPAD Carotwd 17"	R&R SW 45X4	AE
150000506198	1249-J7	4882 LOUKELTON WY; SWtree		160						15	1	Rmv Syc 16"; Plnt oxy	R&R SW 40X4	AE
150000516448	1250-A3	3899 COLINA DORADA DR; SWshave		60						15	1	RP proptside root	SW 15x4	AE
NEW	1250-A3	PSVO REAL S/O Madera Rosa and S/O CASCADA		560		40				15	1	RP & Trim City Tree	SW (50X4) & (90X4)	AE
150000485871	1250-A3	B/S PAVO REAL DR NO FAISON WY		2320				7		15	1	RPAD 2 Ficas, 15", Euc 25"	SW : 175X 4 , 190X4 , 180X4 , 35X4 , 7 RAMPS TOTAL	AE
150000524899	1250-A3	PAVO REAL DR So CESPED DR- BothSides;		400				4		15	1	RPAD 3 Ficus 10"16" 20"	SWredu 3.5 (4)x33, x82, R&R4x67, x28	AE

SN#	Map No.	LOCATION	Est Shv in'	Est SW sq'	Est DW sq'	Est CG lin'	Est Rpk sq'	Crb Rmp ea	Hst Stp ea	RB lin'	# Trees	TREE RECOMMENDATION	CONCRETE WORK	Surveyed By
NEW	1250-A6	Across from 6513 Carthage st		160						15	1	RP City Tree	SW 40X4	AE
150000539307	1250-A6	6579 CARTHAGE ST (Acr/from); SWtree		300						15	1	RP Bris 15"	R&R SW 4x75	AE
150000482670	1250-A7	5058 WARING RD; ShvSW		180	40					15	1	remove tree	45X4 SW , 5X9 DW , Remove Tree	AE
150000481286	1250-A7	5474 DEL CERRO BL; TREEPRES		200						15	1	RPAD Carotwd 12"	SW 50X4 , & 20X4	AE
150000514691	1250-B3	A/F 11667 JOYAS CT; SWtree		80		20				15	1	RP Euc 14"	R&R SW 4x20 & 20LF C&G	AE
150000515901	1250-B5	5514 WARING RD; SWtree		400						15	1	Rmv Carotwd 15"; Plnt MagStMarys	R&R SW 100X4; Remove Mis. Landscape	AE
150000515900	1250-B5	5530 WARING RD; SIDEWALK RAMPED		180						15	1	RPAD Podo 13"	R&R SW 45X4	AE
150000505997	1250-B7	5587 TRINITY WY; SWtree		60						30	2	No RP; Crape 4" obstructed	R&R SW 4x15	AE
150000505919	1250-B7	5588 TRINITY WY; SWtree		260	60					30	2	RPAD 2Iac 13" 15"	R&R SW 65X4 , DW 12X5	AE
150000508418	1250-B7	5931 LOMOND DR; SWtree		60						15	1	RP Purple orchid 9"	R&R SW 4x15	AE
150000502500	1250-B7	5933 HENLEY DR; SWtree		100						15	1	Rmv Liq Amb 8"; Plnt	R&R SW 4x25 — Bricks to be removed and stacked for home	AE
150000508577	1250-C3	7811 MISSION GORGE RD; SWtrees		100				1		15	1	Rmv Liq 16"; Plnt 3 oxy	R&R SW 25x4, CrbRmpC	AE
150000492665	1250-C3	7878 HILLANDALE DR; SWtree		75						15	1	Rmv Stump 12"; Plnt Rhus	R&R SW 4.5X15	AE
150000491750	1250-C3	7914-24 HILLANDALE DR; SWtree		120						15	1	Plnt Rhus	R&R SW 4x30	AE
150000504933	1250-C5	5504 FORBES AV; SWtree		360						15	1	RPAD Carob 36"	SW R&R 90X4 — Remove Tree	AE
150000507603	1250-D7	5831 MADRA AV - S.W. Raised		80						30	2	RPAD pky tree 14"	SW 4x20	AE
150000512474	1250-E4	7911 LAURELRIDGE on OFRIA; SW RAMPED		40						30	2	No RP; Tree not a factor	R&R SW 4x10	AE
150000508581	1250-E4	RONDEL CT & TUXEDO DR -SEC; SWtree		150		20		1		15	1	Rmv Liq 14"; Plnt oxy	R&R SW 20X5 , 10X5 , 20LF C&G; CrbRmpA	AE
150000475728	1250-E5	6965 GLENFLORA AV; SWtree		60						15	1	RP 2 Poplar 12" 12" (proside)	R&R SW 15X4	AE
150000475450	1250-E5	7007, 6975 GLENFLORA AV*; TreeSW		200	80					15	1	RP Liqam 16", HK Orchid 4"	R&R SW 4x50 , DW 4x20	AE
NEW	1250-F5	6702 Golf Crest (Glenflora side)		100						15	1	RP City Tree	25x4 SW	AE
150000475730	1250-F5	7078 GLENFLORA AV; SW Tree		160						15	1	RP Liq 12"	R&R SW 4x40	AE
NEW SN		6327 Lake Lomond Drive		40						0	0	Tree Not a factor	8X5 SW	AE
150000513299	1250-G5	7768 LAKE ADLON DR; SWtree		300	170					15	1	RP 2Carotwd 14" 15"	R&R SW 4x75, x15, DW 10x17	AE
150000513295	1250-G6	7711 CEDAR LAKE AV; SWtree		120						15	1	RP Carotwd 15"	SWtran 6"@tree 4x30	AE

SN#	Map No.	LOCATION	Est Shv in'	Est SW sq'	Est DW sq'	Est CG lin'	Est Rpk sq'	Crb Rmp ea	Hst Stp ea	RB lin'	# Trees	TREE RECOMMENDATION	CONCRETE WORK	Surveyed By
150000513016	1250-G6	7865 CEDAR LAKE AV; SWtree		440				1		15	1	Rmv 2Liq; Plnt 2 Oxy	R&R SW 4x110 Crmp	AE
150000510303	1250-H4	6775 RENKRIB AV; SWtree		100						15	1	Rmv Carotwd 14"; plnt Rhus	R&R SW 4x25	AE
150000491490	1250-H5	6363 BUDLONG LAKE AV; SWtree		80						15	1	RP Jac 30"	R&R SW 4x20	AE
150000592249	1250-J3	7415 BALLINGER on ACUFF; SIDEWALK RAMPED		240						15	1	Rmv; 2 Liqamb 11" 12" plnt 2 Oxy	R&R 5X50	AE
150000476176	1250-J4	8464 LAKE GABY AV; SWtree		80						15	1	RP Jac 9"	R&R SW 4X20	AE
150000477670	1250-J4	8504 VERLANE DR on BISBY LAKE; SW		80						15	1	RP Bris 15"	R&R SW 4x20	AE
150000557668	1250-J5	8348 LAKE ARTEMUS AV*; SW tree		200						15	1	Rmv Liq 14" Plnt Oxy	R&R 10x20	AE
150000508382	1250-J5	8450 SAN CARLOS DR; SWtree		250						15	1	RP Jac 13"	R&R SW 10X20	AE
150000503802	1250-J6	8509 BLUE LAKE DR; SWtree		140						15	1	RP selectiv roots only; Pepper 24"	R&R SW 7x20	AE
150000507356	1250-J6	Across from 8691 BLUE LAKE DR; SWtree		225						15	1	Rmv Ash 24"; Plnt 2 Oxy	R&R SW 9x25	AE
150000475697	1251-A4	8725-33 TOMMY DR; SWtree		300	40					15	1	Rmv Liq 13"; Plnt Rhus	R&R SW 15X20	AE
150000505085	1251-A5	6470 LAKE MERE CT; SIDEWALK RAMPED		120						15	1	RP Carotwd 14"	R&R SW 6X20	AE
NEW	1251-A5	6476 LAKE MERE CT		180						15	1	RP & Trim City Tree	R&R SW 9x20	AE
150000502577	1251-A5	6475-87 EAST LAKE DR; SWALK tree		500						60	4	Rmv Ash; Plant Frax oxy 15gl	R&R SW 25X20	AE
NEW SN		6739 Green Gable Ave		80						1	1	RP & Trim City Tree	4 X 20 SW	AE
NEW	1251-A5	6486 EAST LAKE DR; SWALK tree		180						15	1	Rmv Ash; Plant Frax oxy 15gl	R&R SW 9X20	AE
150000503805	1251-A5	8865 LAKE ASHMERE DR; SWtree		140						15	1	RP Bris 14"	R&R SW 7x20	AE
150000498801	1251-A6	6208 LAKE ARROWHEAD DR; SWtree		60						15	1	Rmv PkyStump 28"; Plnt Oxy	R&R SW 4x15	AE
150000592969	1267-H2	MISSION 79' S of SL OBISPO; RMVD/PLNTD		300		20				15	1	RPB New Monterey Cypress	R&R SW 25x9, CrbRmpD	AE
150000479093	1267-H7	1530 SUNSET CLIFFS BL; SIDEWALK		120						15	1	No RP at this time; palms	SW 30X4 (Set Dirst for Bricks)	AE
150000478825	1267-H7	1544 SUNSET CLIFFS BL; SW/tree		248						15	1	No RP at this time; palms	SW (42x4) , (20x4)	AE
150000480021	1267-J6	4776 SARATOGA AV; SW/ &palms		300	100					15	1	RP 2Date palms 40" 40"	R&R SW 75x4 , DW 10X10	AE
NEW	1267-J6	4750 SARATOGA AV; SW/ &palms		320						15	1	RP & Trim City Tree	R&R SW 80x4	AE
NEW	1267-J6	4728 SARATOGA AV; SW/ &palms		264						15	1	RP & Trim City Tree	R&R SW 66X4	AE
150000479715	1267-J7	4536 NARRAGANSETT AV; Sw/tree		108						15	1	Rmv Ficus 15"; Plnt Rhus	R&R SW 18X6	AE

SN#	Map No.	LOCATION	Est Shv in'	Est SW sq'	Est DW sq'	Est CG lin'	Est Rpk sq'	Crb Rmp ea	Hst Stp ea	RB lin'	# Trees	TREE RECOMMENDATION	CONCRETE WORK	Surveyed By
NEW	1267-J7	4570 NARRAGANSETT AV		384	100					15	1	RP City Tree	SW 64X6, DW 10X10	AE
150000510208	1267-J7	4565 ORCHARD AV; SWtree		112						15	1	Rmv Liq 10"; Plnt Oxy	R&R SW 28X4	AE
150000510310	1267-J7	4637 & 4649 DEL MAR AV; SWtree		80						15	1	RP pkytree 14"	R&R SW 20X4	AE
150000480025	1267-J7	4655 BERMUDA AV; SIDEWALK/tree		160						15	1	RP Liq 14"	R&R SW 4x39	AE
150000479719	1267-J7	4771 DEL MONTE AV; SIDEWALK/tree		240	84					15	1	RP 2Chi Elm 20" 18"	SWredu to 4'@trees 42X6, DW 7x12	AE
150000482685	1268-A1	3522, 14 PROMONTORY ST; SW		360						15	1	RP 2 Jac 10" 9"	SW 90x4	AE
NEW	1268-A1	3515 PROMONTORY ST; SW		36						15	1	RP & Trim City Tree	SW 9X4	AE
NEW	1268-A1	3535 PROMONTORY ST; SW		160						15	1	RP & Trim City Tree	SW 40X4	AE
NEW	1268-A1	3541 PROMONTORY ST; SW		360	72					15	1	RP & Trim City Tree	SW 90X4 , DW 18X4	AE
150000592410	1268-A7	4251 NIAGARA AV; SIDEWALK RAMPED		88						15	1	Rmv 2 Liq,Pine, Plnt 3 oxy	Sw 22X4	AE
NEW	1268-A7	4262 NIAGARA AV		28	60					15	1	RP & Trim City Tree	Sw 70X4 , DW 12X5	AE
NEW	1268-A7	4229 NIAGARA AV		100						15	1	Remove Tree	Sw 25X4 (REMOVE TREE)	AE
150000514661	1268-A7	4504 NIAGARA AV ON GUIZOT		360						15	1	RP & Trim City Tree	SW 90X4	AE
150000476768	1268-B6	4225 MONTALVO ST; SIDEWALK		40						15	1	RP Pepr-multi 50"	R&R SW 10X4	AE
150000494980	1268-B7	3935, 43 BERNICE DR; SW TREE		140						15	1	Rmv Liq 13", Chi Elm 14"; plnt 2Oxy	R&R SW 15X4 , 20X4	AE
150000494408	1268-C6	2743;75 CHATSWORTH BL; SW TREE		105	150					15	1	RPAD Euc-multi 36" ROW=14'	R&R SW 7x15, DW 7.5x20	AE
150000500823	1268-E6	2855 MIDWAY DR -E/o address; SW		80						15	1	RP 2 Bris 13"; plnt 2 FraxOxy15gl	SW 20X4	AE
NEW		2840 Fifth Avenue		120						15	1	RP & Trim City Tree	SW 20X6	AE

**APPENDIX G**

**Hazardous Labels/Forms**

SAMPLE HAZARDOUS WASTE LABEL

<b>HAZARDOUS WASTE</b>			
STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES			
GENERATOR NAME _____		24 HR. PHONE _____	
ADDRESS _____			
CITY _____	STATE _____	ZIP _____	
EPA ID NO. _____	MANIFEST DOCUMENT NO. _____		
EPA WASTE NO. _____	CA WASTE NO. _____	ACCUMULATION START DATE _____	
CONTENTS, COMPOSITION _____			
PROPER DOT SHIPPING NAME _____			
TECHNICAL NAME (S) _____			
UN/NA NO. WITH PREFIX _____			
PHYSICAL STATE		HAZARDOUS PROPERTIES	
<input type="checkbox"/> SOLID	<input type="checkbox"/> LIQUID	<input type="checkbox"/> CORROSIVE	<input type="checkbox"/> REACTIVE
		<input type="checkbox"/> FLAMMABLE	<input type="checkbox"/> TOXIC
<b>HANDLE WITH CARE!</b>			
CONTAINS HAZARDOUS OR TOXIC WASTES			



# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## If you have an emergency, Call 911

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

### Questions for Incident Assessment:

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

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

\*Call 911 in an emergency\*

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

If in doubt, report the release.

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

# NON REPORTABLE RELEASE INCIDENT FORM

## 1. RELEASE AND RESPONSE DESCRIPTION

Incident # \_\_\_\_\_

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

## 2. ADMINISTRATIVE INFORMATION

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

## 3. CHEMICAL INFORMATION

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

**EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM**

<b>A</b>	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER ( ) -
<b>B</b>	INCIDENT MO DAY YR DATE	TIME OES NOTIFIED (use 24 hr time)
		OES CONTROL NO.
<b>C</b>	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY COUNTY ZIP
	CHEMICAL OR TRADE NAME (print or type)	CAS Number
<b>D</b>	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFI - CATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>
	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS
		QUANTITY RELEASED
	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE DURATION OF RELEASE ___DAYS ___HOURS ___MINUTES
<b>E</b>	ACTIONS TAKEN	
<b>F</b>	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)	
	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____	
	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____	
	<input type="checkbox"/> NOTKNOWN (explain) _____	
<b>G</b>	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS	
<b>H</b>	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)	
<b>I</b>	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.	
	REPORTING FACILITY REPRESENTATIVE (print or type) _____	
	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____	

## **EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS**

### **GENERAL INFORMATION:**

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

### **BASIC INSTRUCTIONS:**

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

### **SPECIFIC INSTRUCTIONS:**

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

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

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

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

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

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

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

**Block H:** List any additional pertinent information.

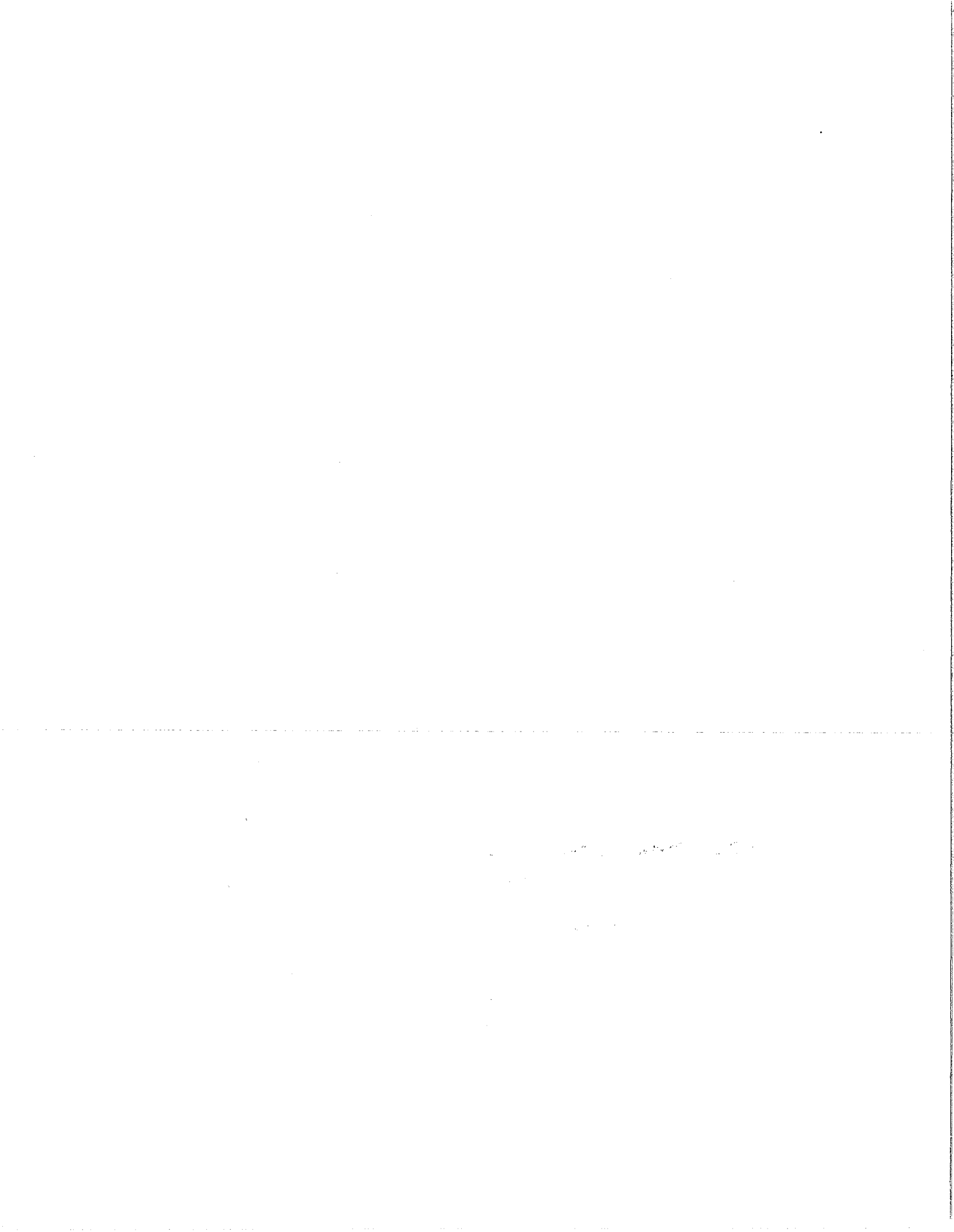
**Block I:** Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

### **MAIL THE COMPLETED REPORT TO:**

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

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

**ATTACHMENT F**  
**INTENTIONALLY LEFT BLANK**



# City of San Diego

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

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: 858-689-0058 FAX NO.: 858-689-1554  
CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov  
Phone No. (619) 533-3481, Fax No. 619-533-3633  
AErikat/BDoringo/egz

## CONTRACT DOCUMENTS



## FOR

### SIDEWALK REPLACEMENT GROUP 1 – FY 14 (TREE RELATED)

VOLUME 2 OF 2

BID NO.: \_\_\_\_\_ L-14-6101-DBB-2-A  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ B-14031  
CLIENT DEPARTMENT: \_\_\_\_\_ 2116  
COUNCIL DISTRICT: \_\_\_\_\_ CITYWIDE  
PROJECT TYPE: \_\_\_\_\_ II, IJ

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

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

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

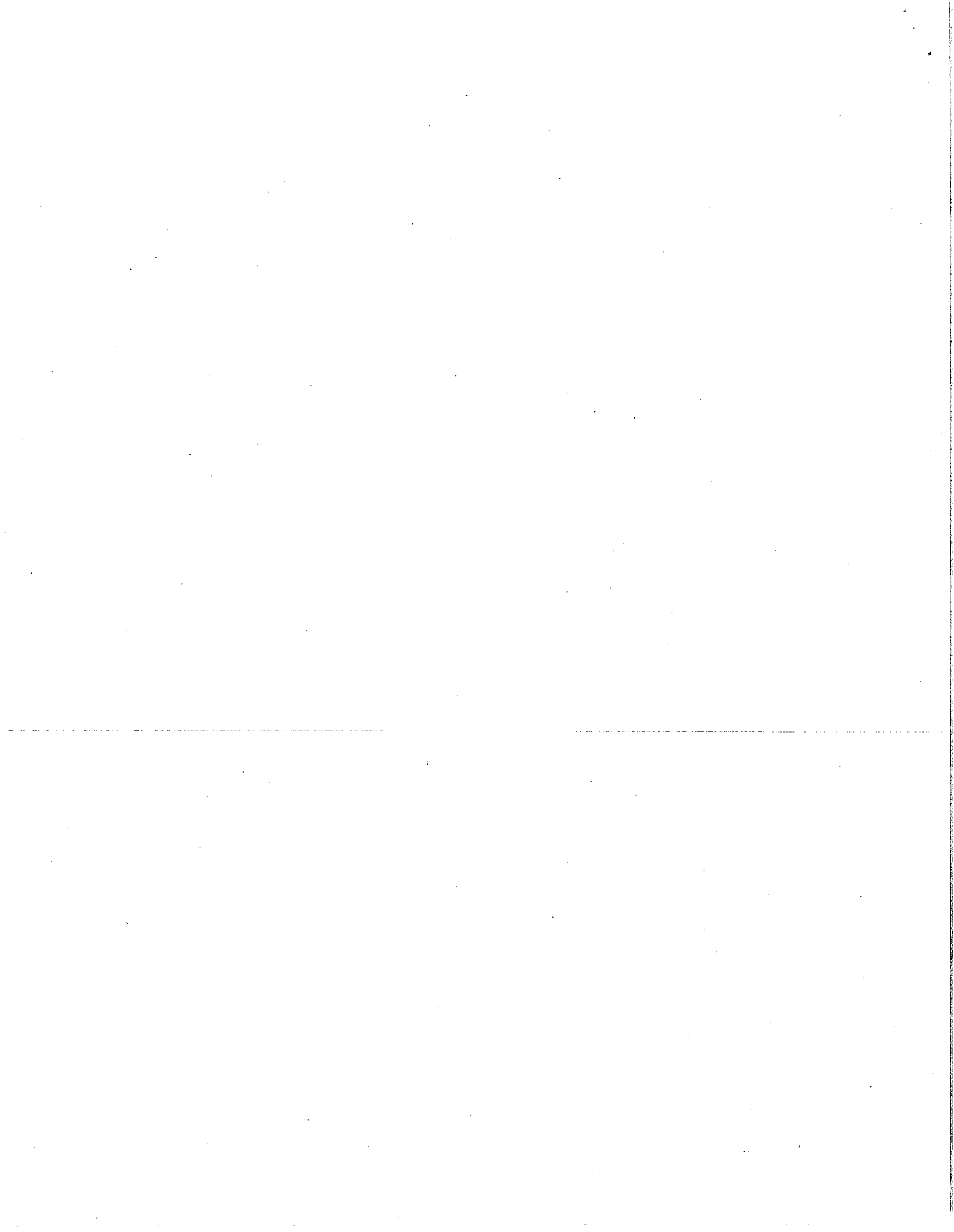




TABLE OF CONTENTS

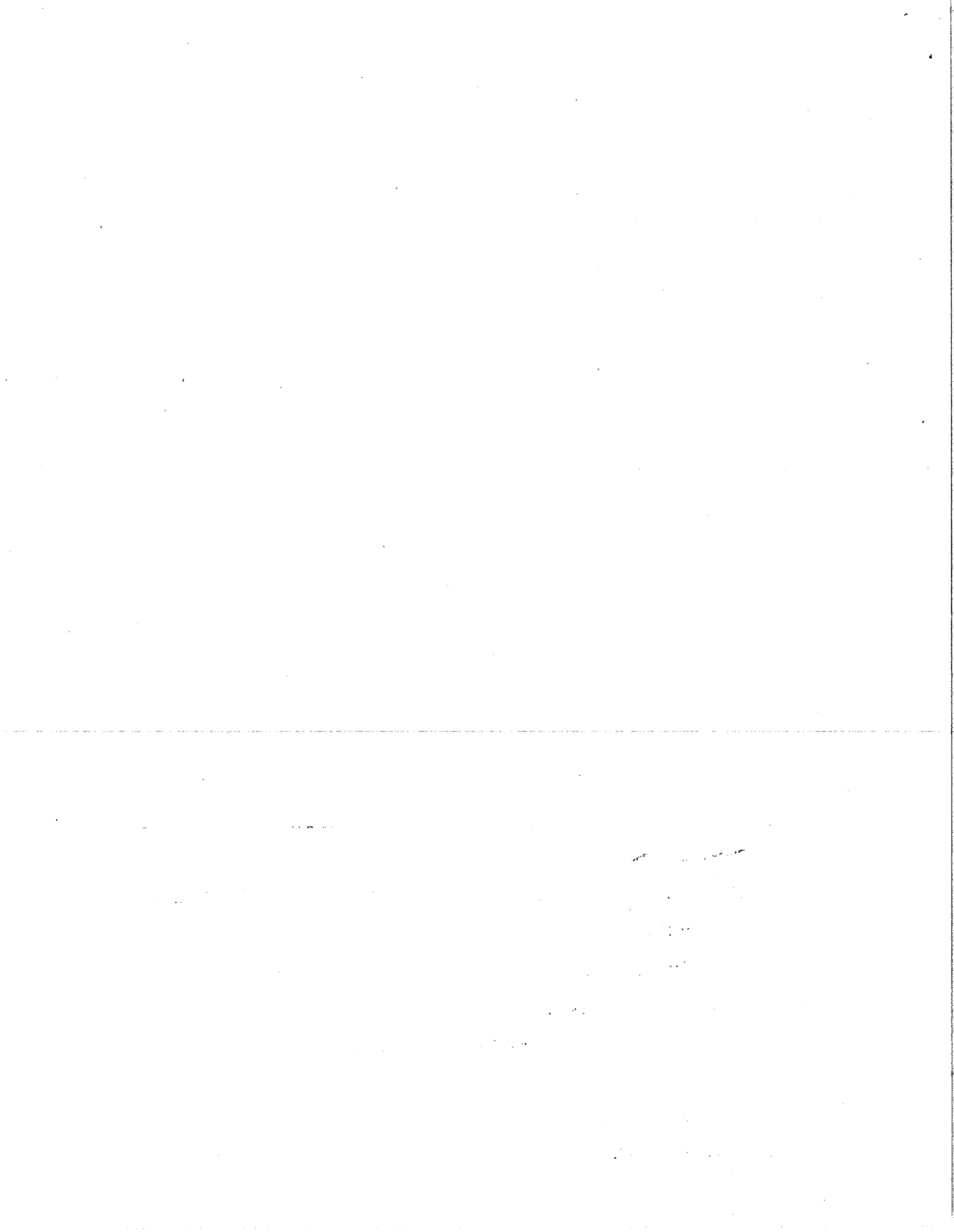
DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

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

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



**BIDDING DOCUMENTS**

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**PROPOSAL**

**Bidder's General Information**

To the City of San Diego:

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

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

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

(N/A)

Name under which business is conducted \_\_\_\_\_

(2) Signature (Given and surname) of proprietor \_\_\_\_\_

(3) Place of Business (Street & Number) \_\_\_\_\_

(4) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

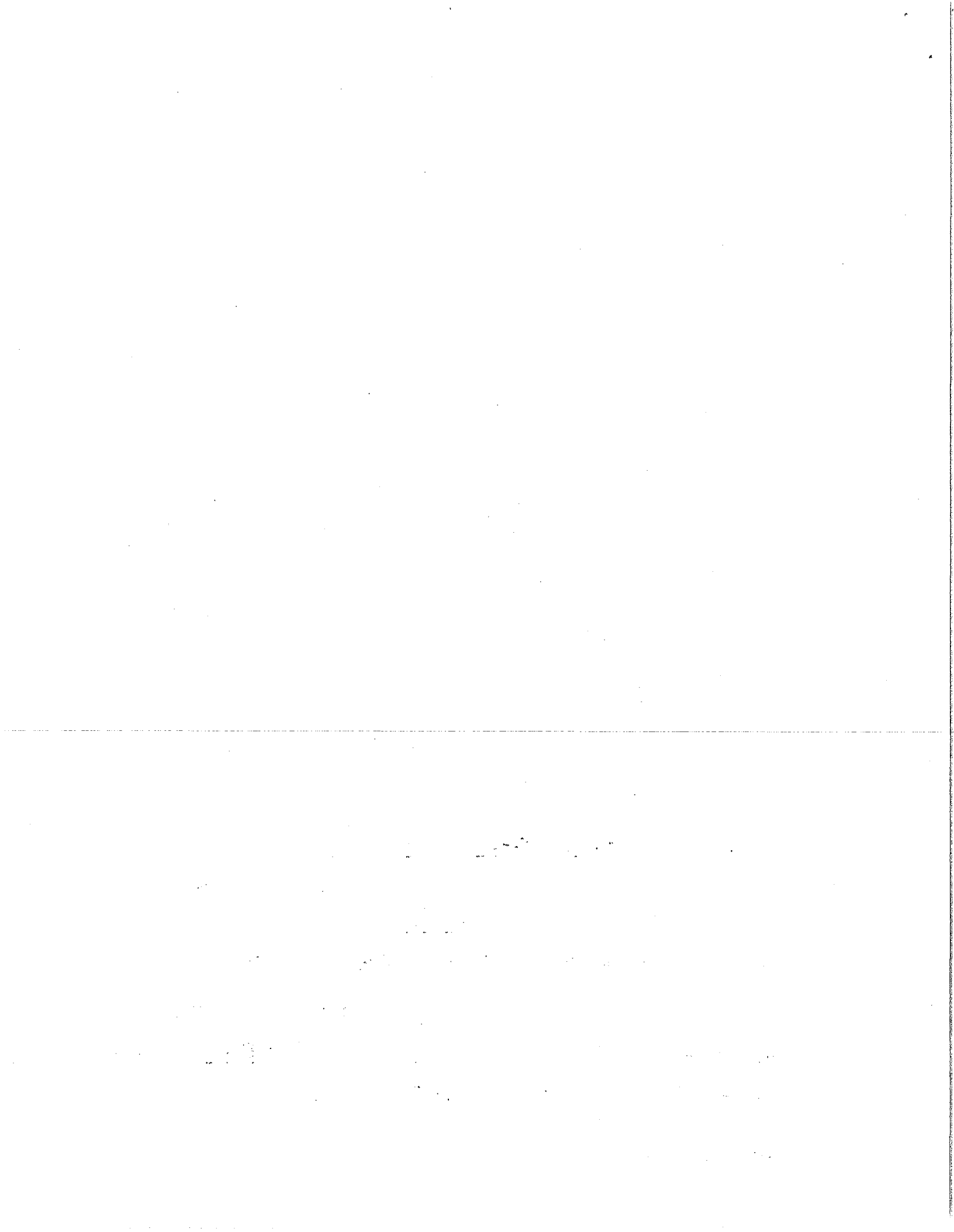
(5) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

(6) Email Address \_\_\_\_\_

**IF A PARTNERSHIP, SIGN HERE:**

(N/A)

(1) Name under which business is conducted \_\_\_\_\_



**BIDDING DOCUMENTS**

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

Full Name and Character of partner

\_\_\_\_\_  
\_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_


(7) Email Address: \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

TRI-GROUP CONSTRUCTION  
AND DEVELOPMENT INC.

(1) Name under which business is conducted \_\_\_\_\_

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

  
\_\_\_\_\_  
(Signature)

HANI ASSI  
\_\_\_\_\_  
(Printed Name)

SECRETARY of CORP.  
\_\_\_\_\_  
(Title of Officer)

(Impress Corporate Seal Here)

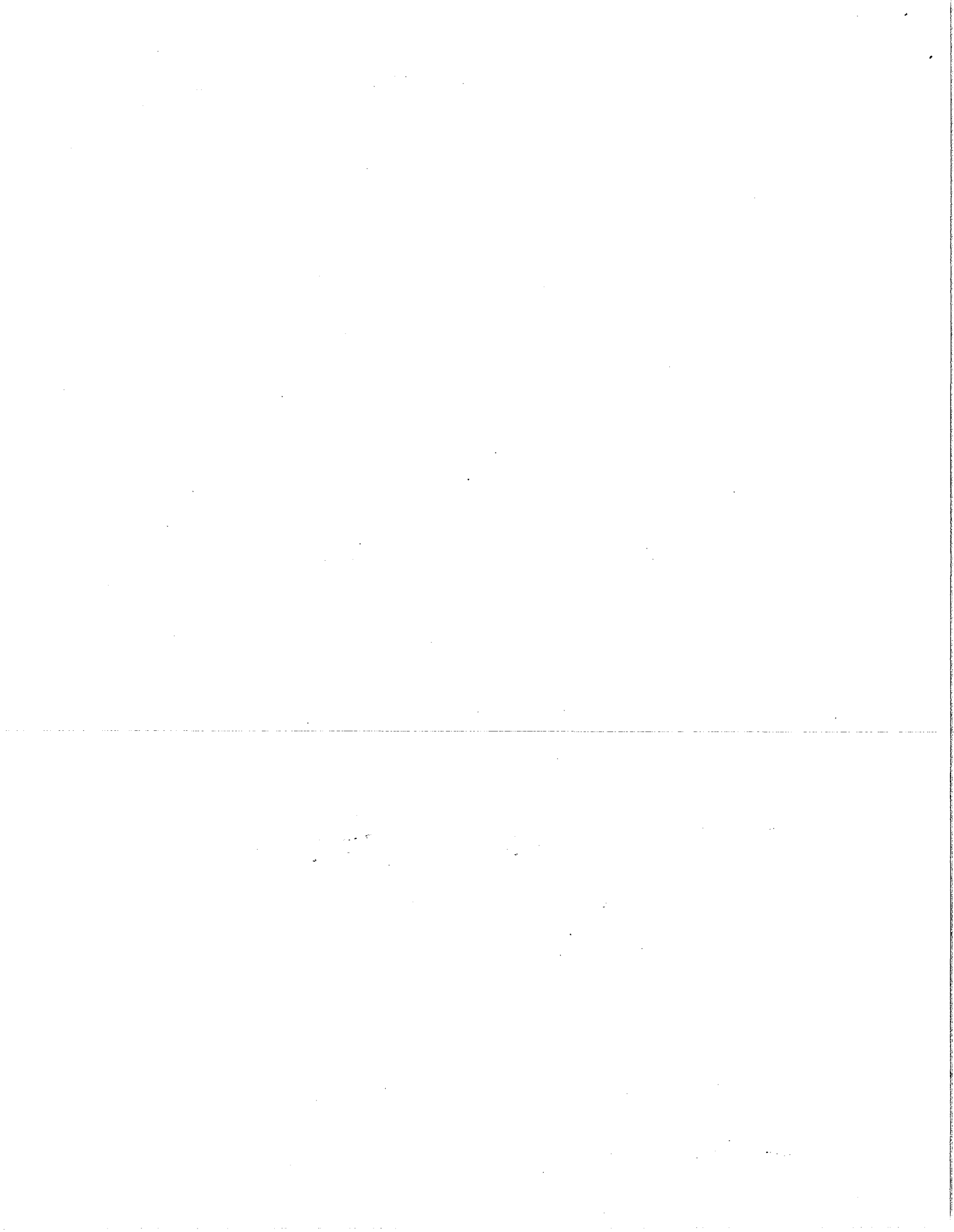
(3) Incorporated under the laws of the State of CALIFORNIA

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

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

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

(7) Email Address: trigroupconst@aol.com



**BIDDING DOCUMENTS**

**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

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

LICENSE CLASSIFICATION " A "

LICENSE NO. 792159 EXPIRES 03-31-2015

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

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

Address: trigroupconst@aol.com

**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

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

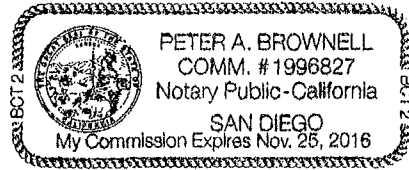
Signature [Signature] Title SECRETARY OF CORP.  
HANI ASSI

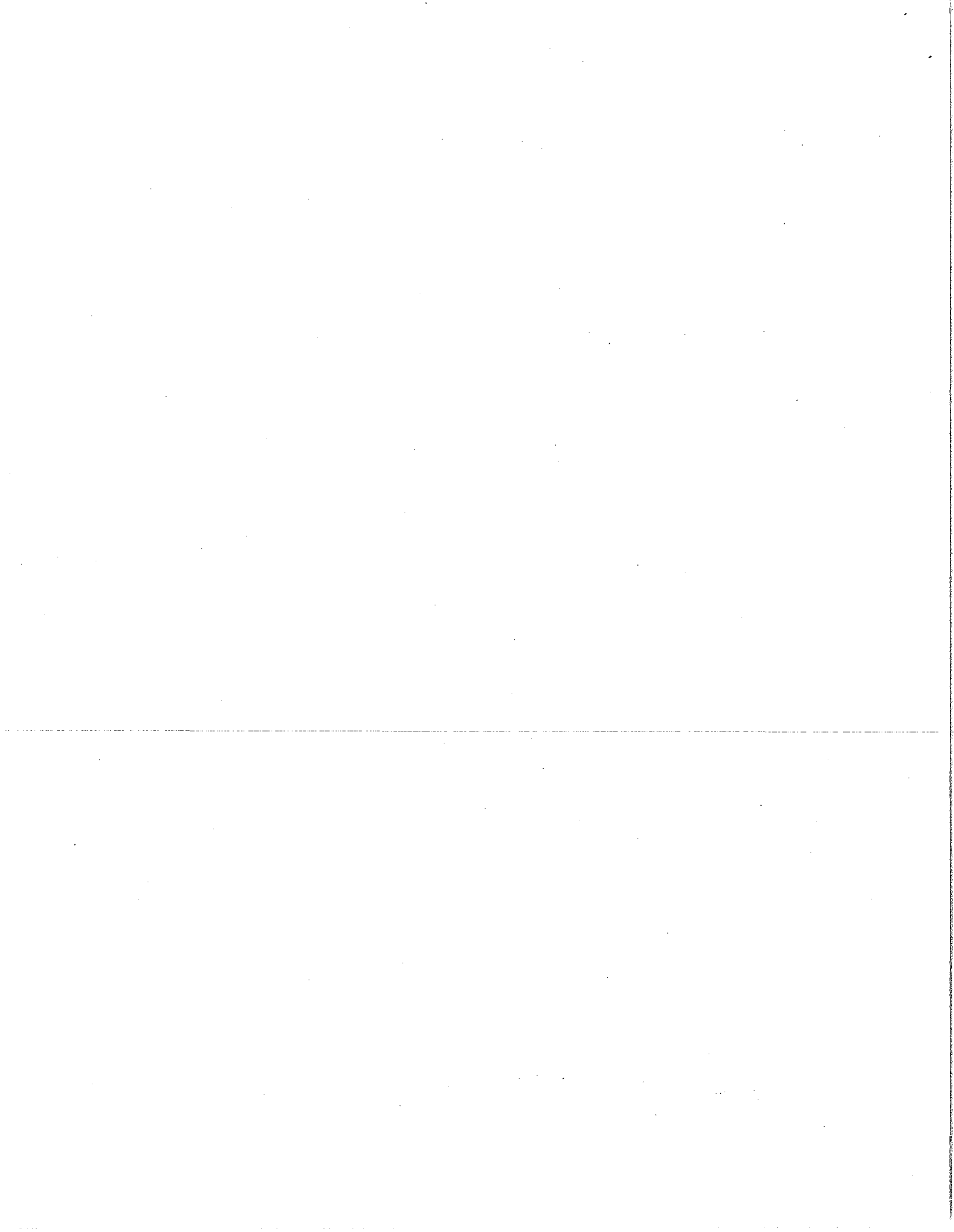
SUBSCRIBED AND SWORN TO BEFORE ME, THIS 31 DAY OF MARCH, 2014.

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

[Signature]

(NOTARIAL SEAL)







BIDDING DOCUMENTS

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. as Principal, and  
NORTH AMERICAN SPECIALTY INSURANCE COMPANY as Surety, are  
held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of  
**10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made,  
we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents.

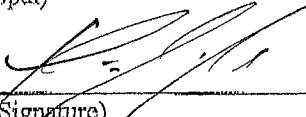
WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required  
under the bidding schedule(s) of the OWNER's Contract Documents entitled:

SIDEWALK REPLACEMENT GROUP 1 - FY 14 (TREE RELATED), BID NO. L-14-6101-DBB-2-A

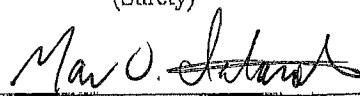
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time  
and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form  
of agreement bound with said Contract Documents, furnishes the required certificates of insurance,  
and furnishes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

SIGNED AND SEALED, this 2ND day of APRIL, 20 14

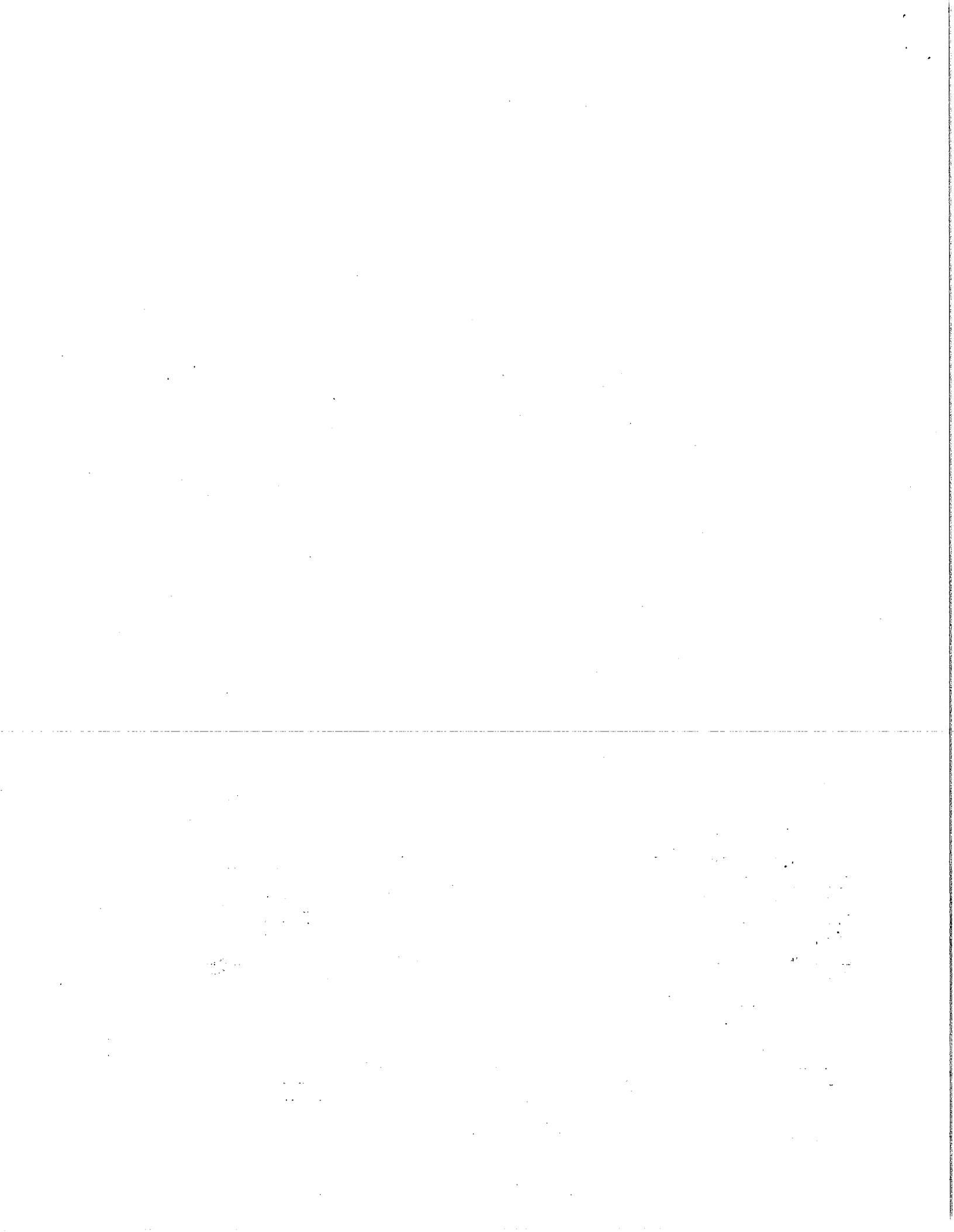
TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.  
\_\_\_\_\_  
(Principal) (SEAL)

By:   
(Signature)  
HANI ASSI, SECRETARY

NORTH AMERICAN SPECIALTY  
INSURANCE COMPANY  
\_\_\_\_\_  
(Surety) (SEAL)

By:   
(Signature)  
MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO }

On 04/02/2014 before me, GLEND A. J. GARDNER, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

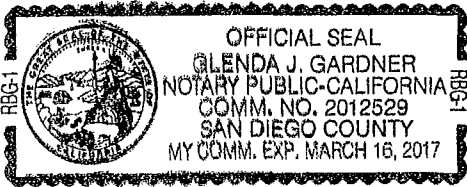
personally appeared MARK D. IATAROLA  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Glenda J Gardner  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

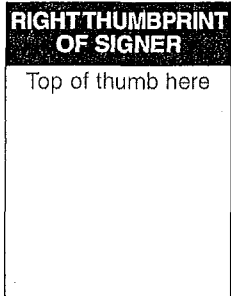
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

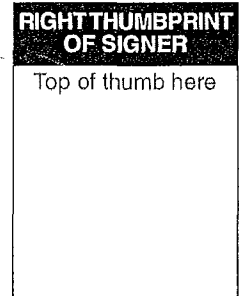
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



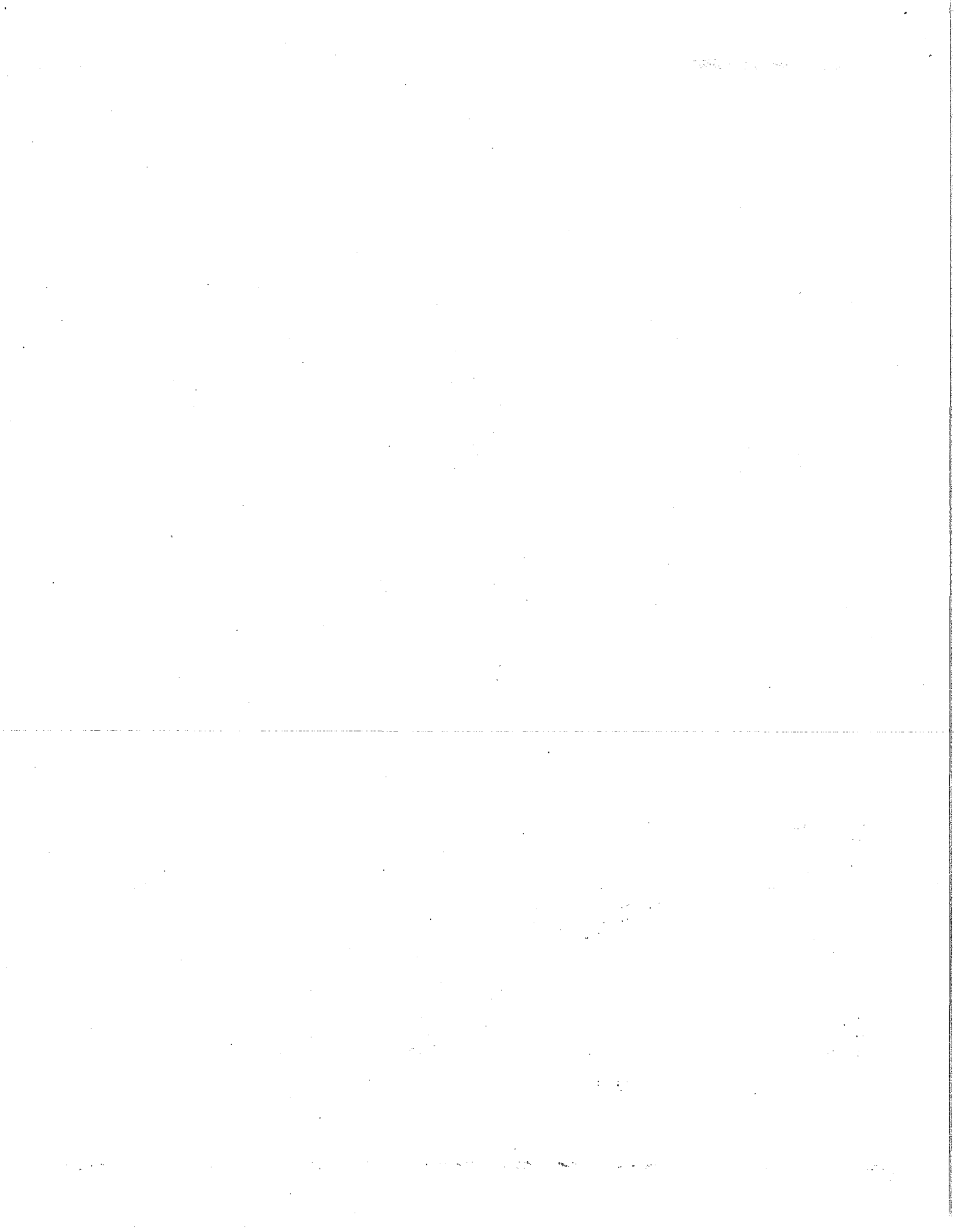
Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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

FIFTY MILLION (\$50,000,000.00) DOLLARS

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

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

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



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



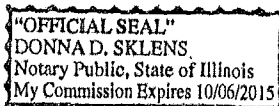
By [Signature]  
David M. Layman, Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company

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

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

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

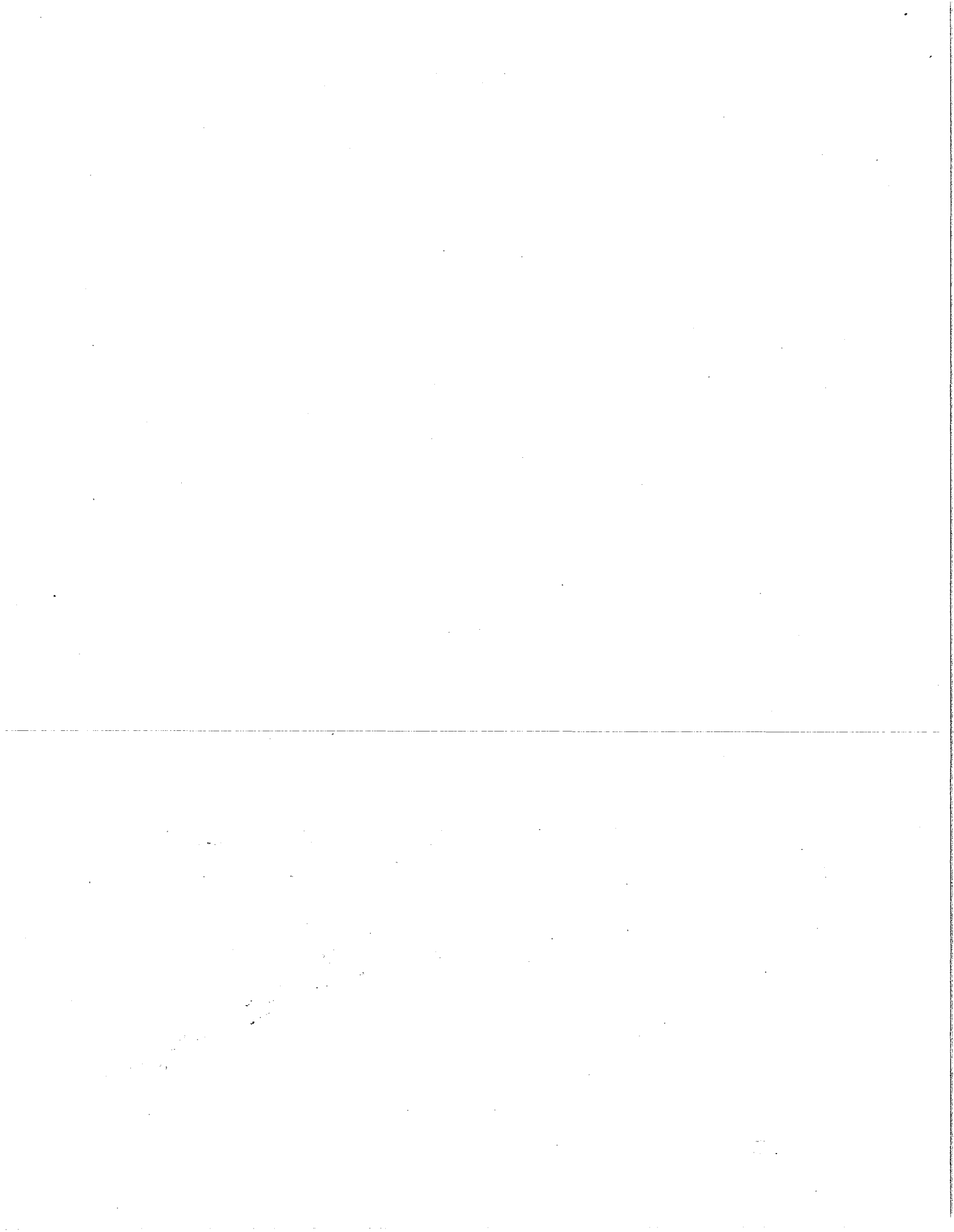


[Signature]  
Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of APRIL, 2014.

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



BIDDING DOCUMENTS

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

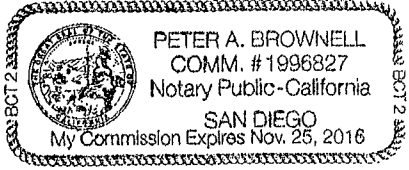
State of California )  
County of SAN DIEGO ) ss.

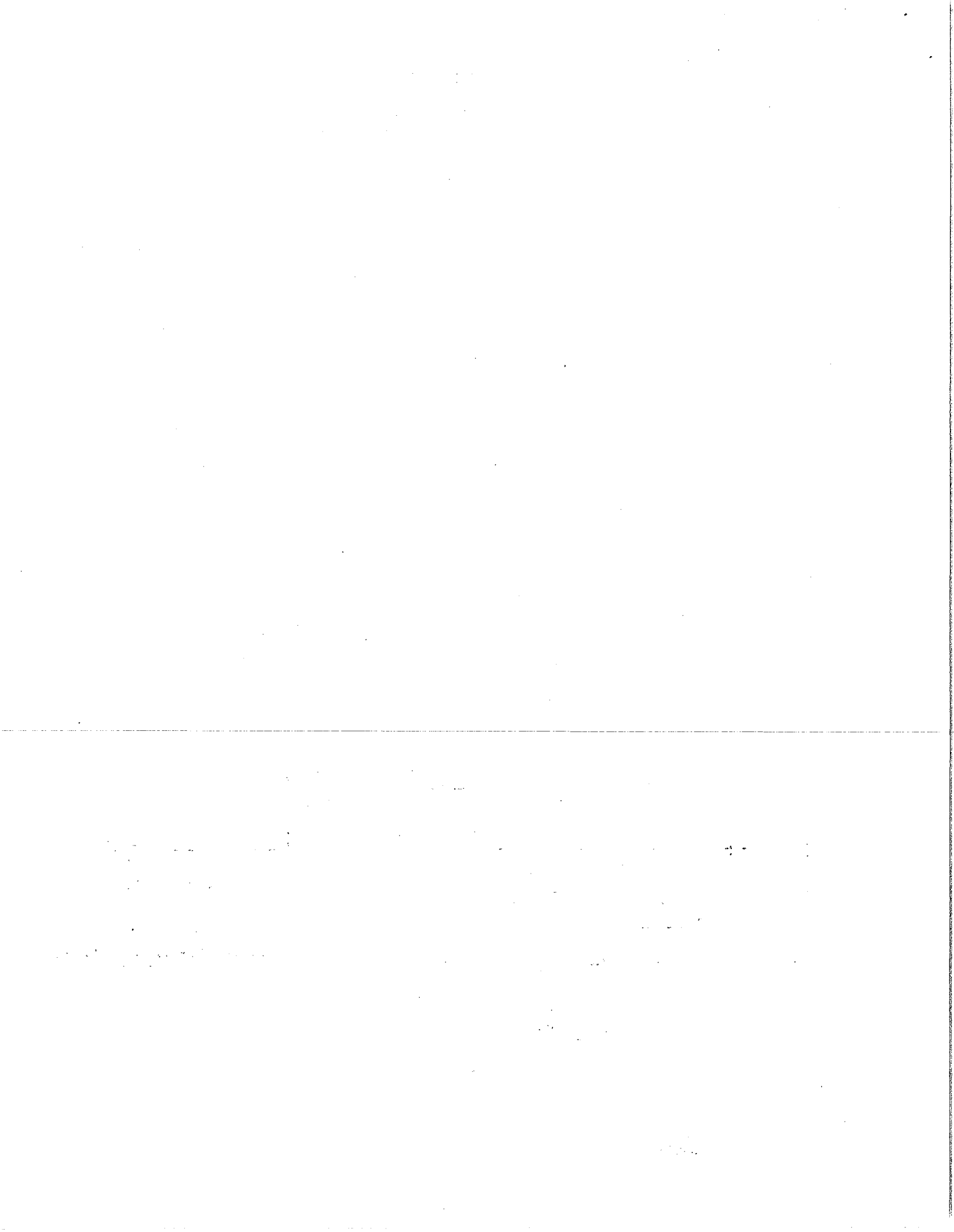
HANI ASSI, being first duly sworn, deposes and says that he or she is SECRETARY OF CORP. of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine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

Signed: [Signature]  
Title: SECRETARY OF CORP.

Subscribed and sworn to before me this 31 day of MARCH, 2014  
[Signature]  
Notary Public

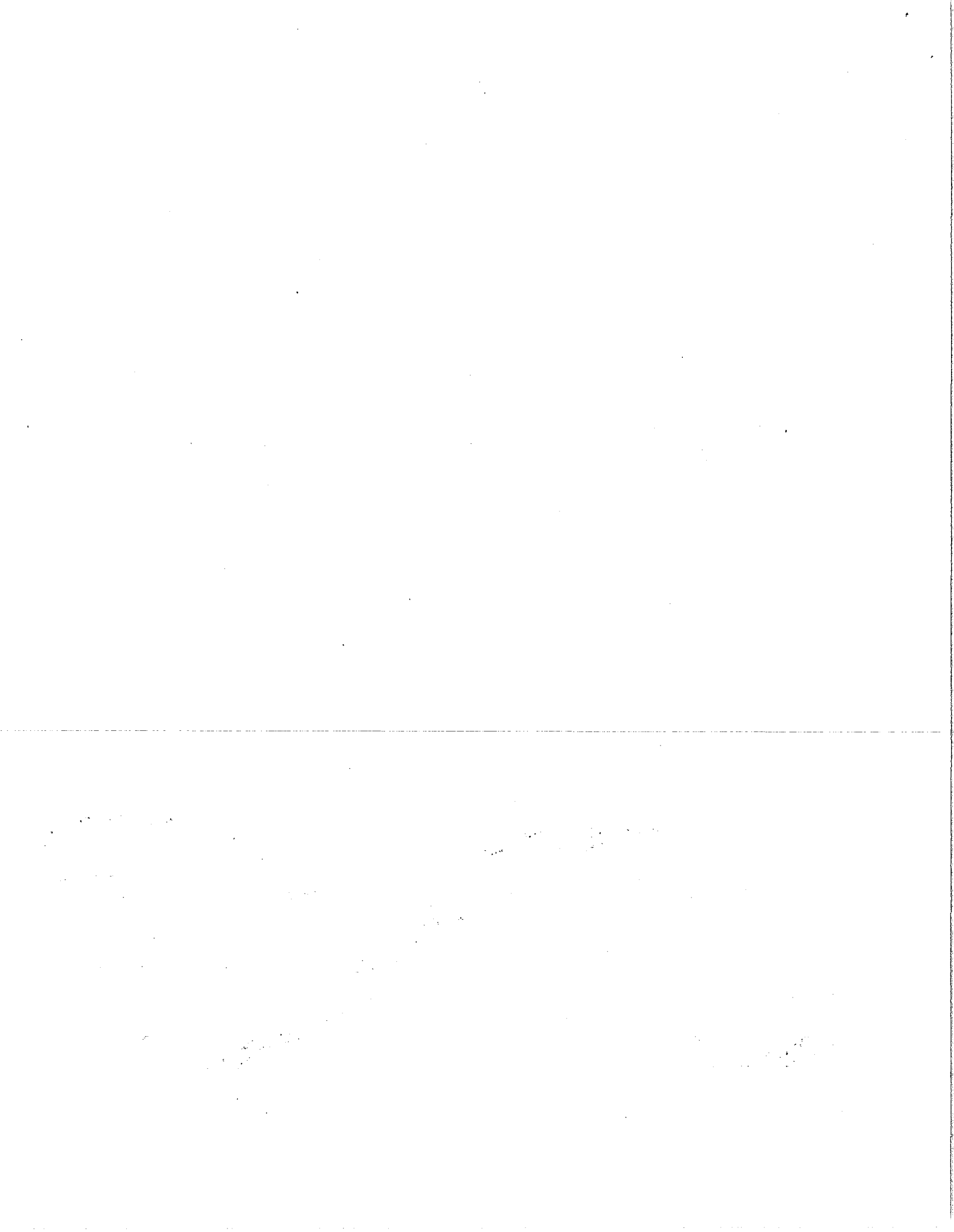
(SEAL)











**BIDDING DOCUMENTS**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



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

**COMPANY INFORMATION**

Company Name:	<b>TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.</b>	Contact Name:	<i>HANI ASSI</i>
Company Address:	<b>9580 BLACK MOUNTAIN RD, STE L SAN DIEGO, CA 92126</b>	Contact Phone:	<i>658-689-0058</i>
		Contact Email:	<i>trigroupconst@aol.com</i>

**CONTRACT INFORMATION**

Contract Title:	<i>SIDEWALK REPLACEMENT GROUP 1 - FY 14</i>	Start Date:	<i>07-15-14</i>
Contract Number (if no number, state location):		End Date:	<i>11-01-14</i>

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

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

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

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

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

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

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

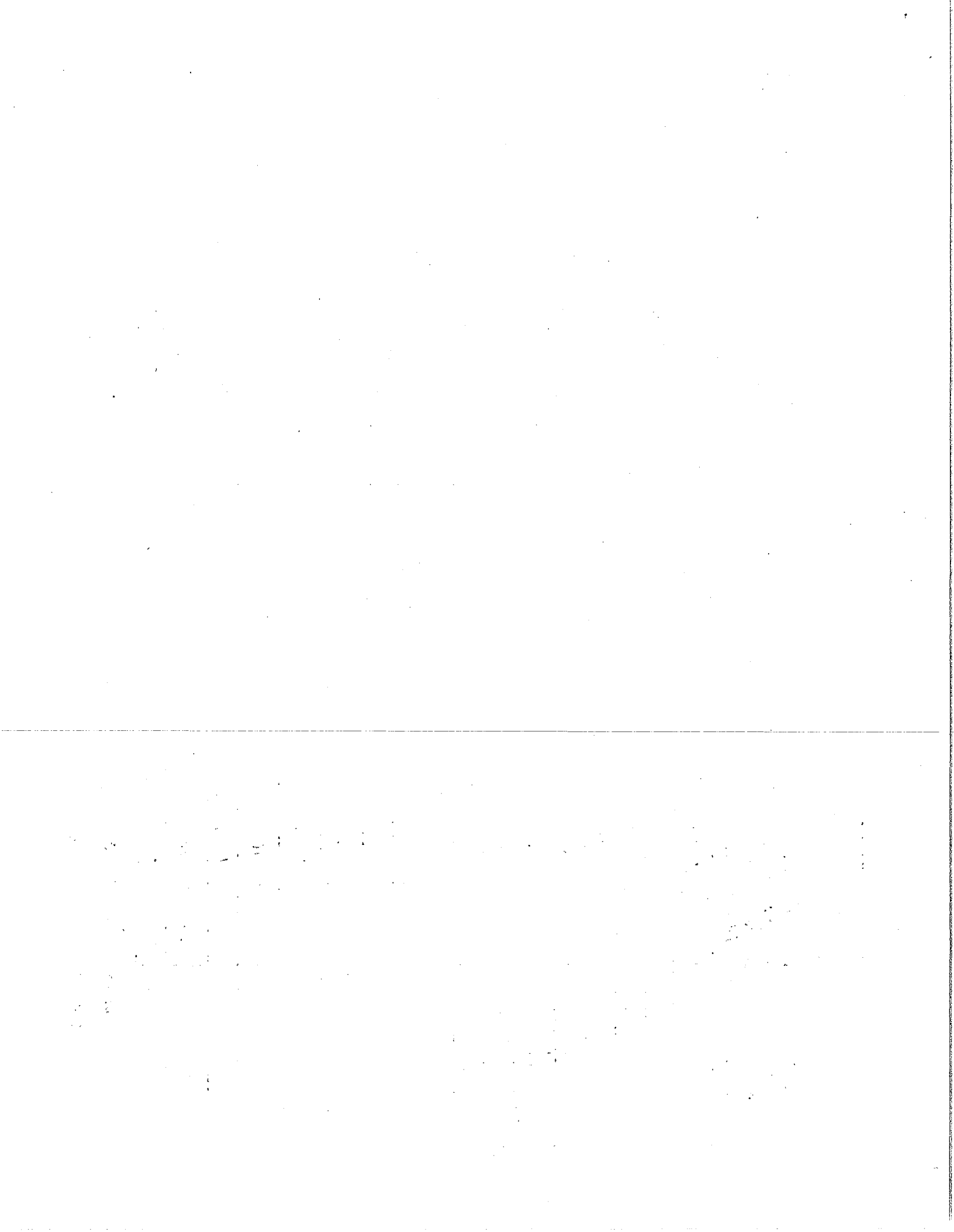
Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash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

<i>HANI ASSI, SECRETARY OF CORP.</i>		<i>04-28-14</i>
Name/Title of Signatory	Signature	Date

**FOR OFFICIAL CITY USE ONLY**

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

rev 02/15/2011

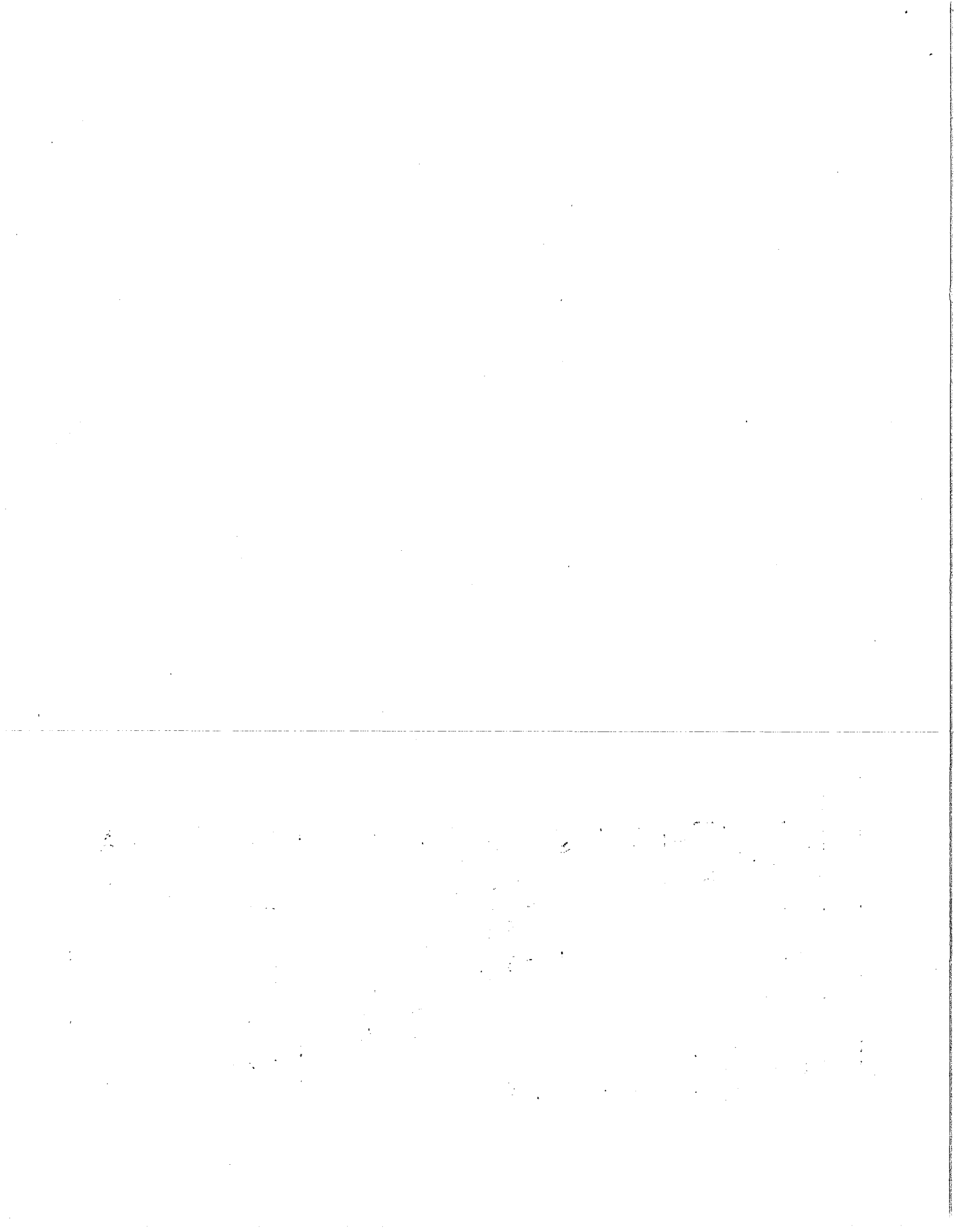


**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **Sidewalk Replacement Group 1 – FY 14 (Tree Related)**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
<b>BASE BID</b>							
1	1	LS	237310	2-4.1	Bonds (Payment and Performance)	<del>                    </del>	\$ 3,250
2	1	LS	237310	7-10.2.6	Traffic Control	<del>                    </del>	\$ 16,000
3	1	AL	237310	9-3.5	Field Orders - Type II	<del>                    </del>	\$15,000.00
4	1,200	SF	237310	300-1.4	Miscellaneous Hardscape, Remove & Replace with Topsoil	\$ 3	\$ 3,600
5	10	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$ 100	\$ 1,000
6	349	LF	237310	303-5.9	Type 'G' Curb & Gutter, Remove & Replace	\$ 28	\$ 9,772
7	1,500	SF	237310	303-5.9	Residential Concrete Driveway, Remove & Replace	\$ 6	\$ 9,000
8	20,000	SF	237310	303-5.9	Existing Sidewalk, Remove and Replace	\$ 6	\$ 120,000
9	79	LF	237310	303-5.9	Concrete Shaving	\$ 25	\$ 1,975
10	7	EA	237310	303-5.10.1	Curb Ramp Type C1 or C2 w/Composite Detectable Warning Tiles	\$ 2,000	\$ 14,000
11	8	EA	237310	303-5.10.1	Curb Ramp Type A or B w/Composite Detectable Warning Tiles	\$ 2,000	\$ 16,000
12	3	EA	237310	303-5.10.1	Curb Ramp Type D w/Composite Detectable Warning Tiles	\$ 1,750	\$ 5,250
13	27	EA	561730	308-8	Remove & Dispose (Small Tree; less than 24" Dia)	\$ 395	\$ 10,665
14	8	EA	561730	308-8	Remove & Dispose (Large Tree; greater than 24" Dia)	\$ 1090	\$ 8,720
15	40	EA	561730	308-8	Tree Planting	\$ 220	\$ 8,800



**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
16	50	EA	561730	308-8	Tree Trimming	\$ 118	\$ 5,900	
17	130	EA	561730	308-8	Root Pruning & Root Barrier (15 F Segments)	\$ 187	\$ 24,310	
18	1	LS	541330	7-8.6	Water Pollution Control Program Development	<del>                    </del>	\$ 6,000	
19	1	LS	237990	7-8.6	Water Pollution Control Program Implementation	<del>                    </del>	\$ 10,000	
<b>ESTIMATED TOTAL BASE BID:</b>								\$ 289,242

TOTAL BID PRICE FOR BID (Items 1 through 19 inclusive) amount written in words:

TWO HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED FORTY-TWO 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: \_\_\_\_\_

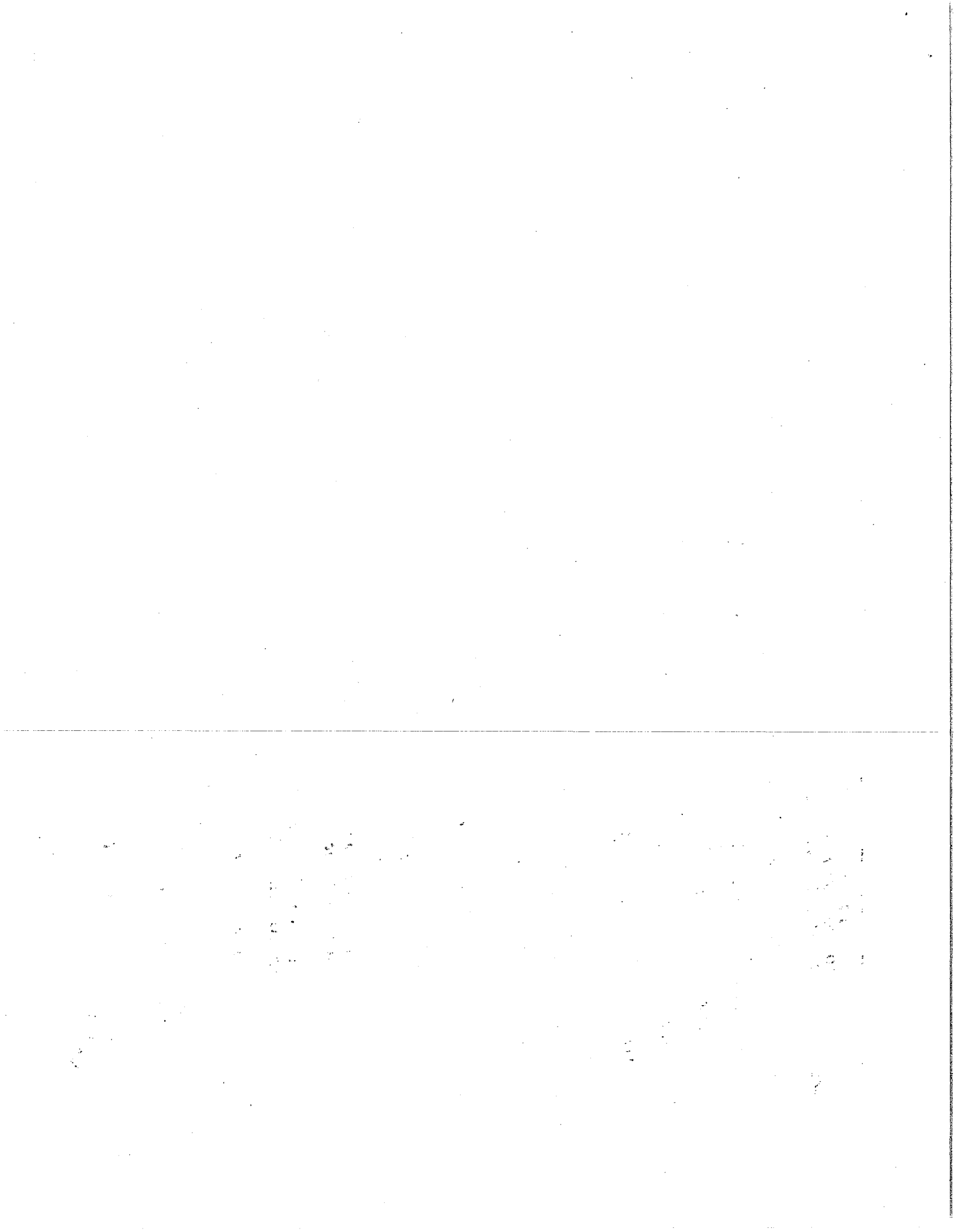
The names of all persons interested in the foregoing proposal as principals are as follows:

GWS ASSI HANI ASSI

---

PRESIDENT SECRETARY OF CORPORATION

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





**BIDDING DOCUMENTS**

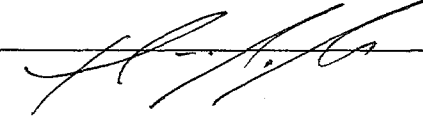
Bidder: TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. HANI ASSI

Title: SECRETARY OF CORPORATION

Business Address: 9580 BLVD MOUNTAIN RD "L" SAN DIEGO CA 92126

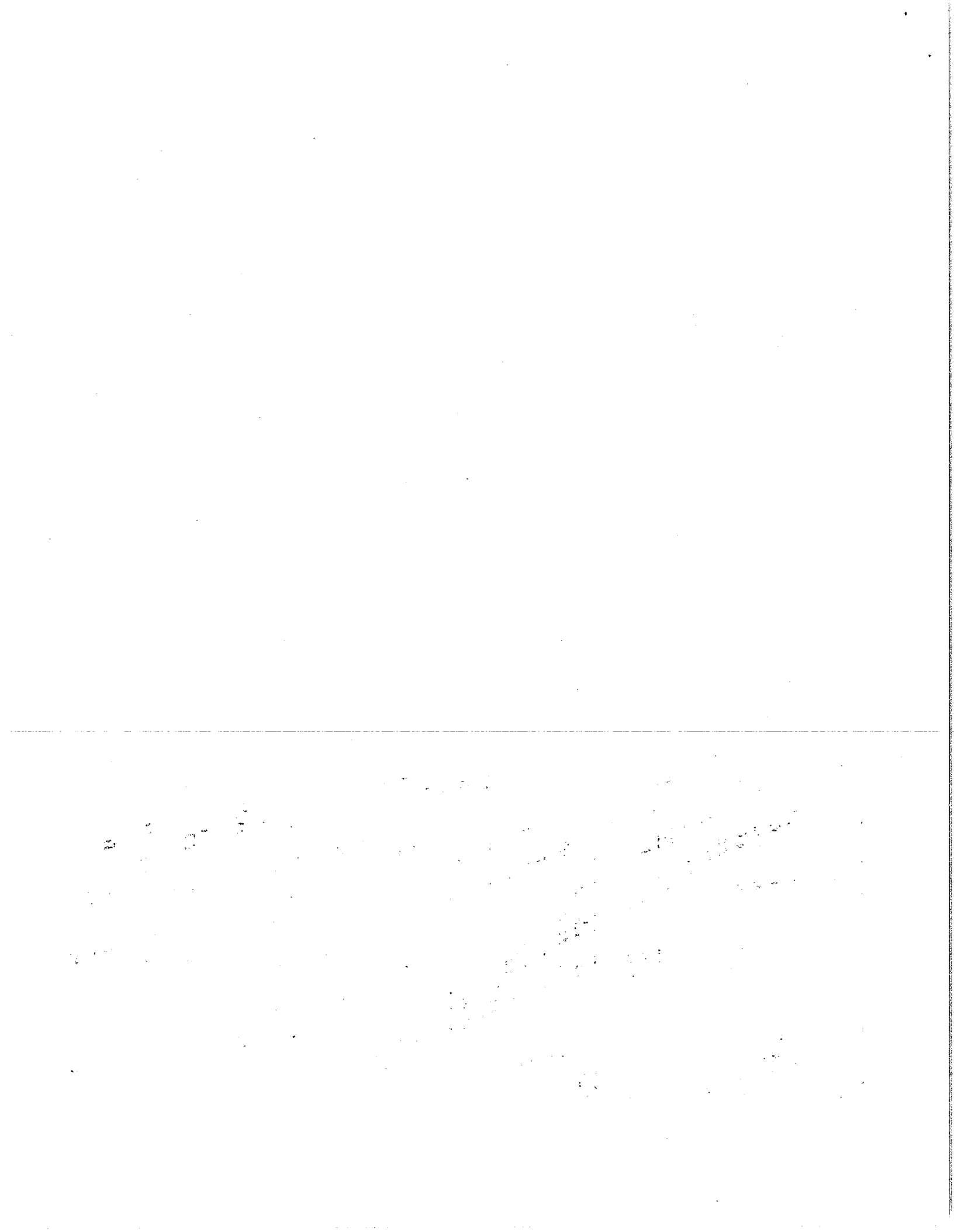
Place of Business: SAN DIEGO, CA

Place of Residence: SAN DIEGO, CA

Signature: 

**NOTES:**

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



**BIDDING DOCUMENTS**

**LIST OF SUBCONTRACTORS**

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>GREEN HORIZONS LANDSCAPE, INC.</u> Address: <u>1530 INDUSTRIAL BLVD AVE</u> City: <u>ESCONDIDO</u> State: <u>CA</u> Zip: <u>92029</u> Phone: <u>(760)745-1776</u>	<i>CONTRACTOR</i>	<i>TREE SERVICE</i>	<i>\$55,845</i>	—	—	—
Name: <u>PRECISION CONCRETE CURING</u> Address: <u>32420 COMPO DR</u> City: <u>ESCONDIDO</u> State: <u>CA</u> Zip: <u>92592</u> Phone: <u>619-206-1870</u>	<i>CONTRACTOR</i>	<i>CONCRETE SHAVING</i>	<i>\$1,580</i>	—	—	—
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

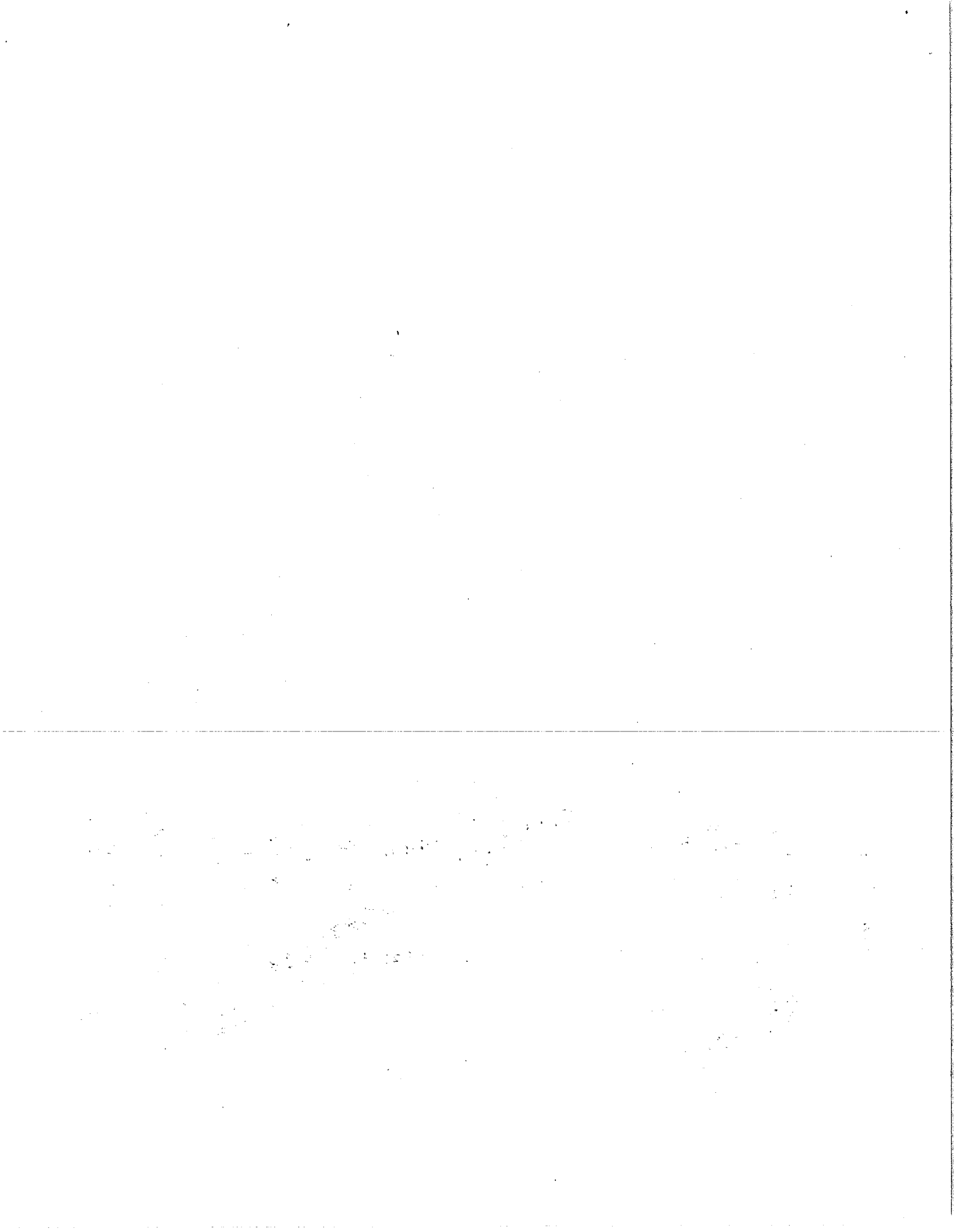
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other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

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

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

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

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en*



**BIDDING DOCUMENTS**

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

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

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation       | CALTRANS |
| California Public Utilities Commission               | CPUC   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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

