

City of San Diego

CONTRACTOR'S NAME: DuWright Construction, Inc.

ADDRESS: 2814 Greyling Drive, San Diego, CA 92123

TELEPHONE NO.: 858-717-5282

FAX NO.: 858-815-9656

CITY CONTACT: LISA NGUYEN, Contract Specialist, Email: LTNguyen@sandiego.gov

Phone No. (619) 533-3435, Fax No. (619) 533-3633

A. Erikat / J. Borja / LJI

CONTRACT DOCUMENTS

ORIGINAL



FOR

Sidewalk Replacement Group 1501

BID NO.: K-16-1381-DBB-3-A

SAP NO. (WBS/IO/CC): B-15152

CLIENT DEPARTMENT: 2116

COUNCIL DISTRICT: CITYWIDE

PROJECT TYPE: IK

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM

SEPTEMBER 1, 2015

CITY OF SAN DIEGO

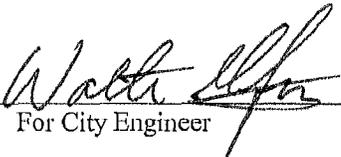
PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ENGINEER OF WORK

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


For City Engineer

8/3/2015 Seal
Date



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **FULL AND OPEN COMPETITION:** This contract may only be bid by Contractors on the City's approved Prequalified Contractor's List (see Notice Inviting Bids, Prequalification of Contractors), regardless of the status for SLBE-ELBE qualification(s). For information regarding the Contractors Prequalified list, visit the City's web site: <http://www.sandiego.gov>.
2. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
3. **PRE-BID MEETING:**
 - 3.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracts Conference Room, at 1010 Second Avenue 14th Floor, San Diego, CA 92101, **at 10:00 AM, on August 12, 2015.**
 - 3.2. All potential bidders are encouraged to attend.
4. **PREQUALIFICATION OF CONTRACTORS:**
 - 4.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>
 - 4.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
 - 4.3. As a result of the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

INSTRUCTIONS TO BIDDERS

1. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in **electronic format (eBids) EXCLUSIVELY** at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation for the performance of work on **Sidewalk Replacement Group 1501** (Project).
 - 1.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
 - 1.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
 - 1.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
 - 1.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
 - 1.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
 - 1.6. 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.
 - 1.7. **RECAPITULATION OF THE WORK.** 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.

1.8. BIDS MAY BE WITHDRAWN by the Bidder prior to, but not after, the time fixed for opening of bids.

1.8.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

1.9. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

2. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

2.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

2.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

2.3. The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.

2.4. The Bidder agrees to the construction of the project as described in Attachment "A—Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. 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. The duration of the Contract Price guarantee may be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

3. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES:

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

- | | |
|----------------------------------|--------------|
| 1. SLBE participation | 5.2% |
| 2. ELBE participation | 9.2% |
| 3. Total mandatory participation | 14.4% |

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

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

4.3.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.

4.3.2. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

4.4. For additional Equal Opportunity Contracting Program requirements, see Attachment C.

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

5.1. **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.

5.2. 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.

6. **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.
7. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 7.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 7.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 7.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - 7.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

- 7.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 7.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 7.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 7.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 7.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 7.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 7.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless

registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

7.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

8. INSURANCE REQUIREMENTS:

8.1. 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.

8.2. 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.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023

NOTE: *Available online under Engineering Documents and References at: <http://www.sandiego.gov/publicworks/edocref/index.shtml>

10. **CITY'S RESPONSES AND ADDENDA:** The City, at its option, may respond to any or all questions submitted in writing via the City's eBidding web site 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 eBidding web site at the time of bid submission.
11. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
12. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein.
- 12.1. 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.
- 12.2. The Bidder agrees to the construction of **Sidewalk Replacement Group 1501** 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.
- 12.3. Unit prices shall be entered for all unit-price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceeds two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
13. **SUBCONTRACTOR INFORMATION:**
- 13.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the NAME and ADDRESS of each Subcontractor who will perform work, labor, render services or who 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 state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall further state within the description, the **PORTION** of the work which will be performed 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 may 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 for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

- 13.2. **LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY)** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 13.3. **LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
14. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
15. **AWARD PROCESS:**
 - 15.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
 - 15.2. 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.
 - 15.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City and approval as to form the City Attorney's Office.
 - 15.4. The low Bid will be determined by Base Bid alone.
16. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement may render the bid **non-responsive** and ineligible for award.
17. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.

18. SUBMISSION OF QUESTIONS:

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

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

OR:

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

18.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.

18.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.

18.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall 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.

19. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED: 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.

20. 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 within these documents.

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

21.1. Bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.

21.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

- 21.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 21.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 22.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules may be rejected as being non-responsive.
- 22.3. 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.
- 22.4. 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.
- 22.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with section 22.3017 of the San Diego Municipal Code.
- 22.6. 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.
- 22.7. 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.
- 22.8. 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 as detailed herein.

23. BID RESULTS:

- 23.1. The availability of the bids on the City's eBidding system 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 notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 23.2. To obtain Bid results, visit the City's eBidding site, request results via e-mail to the "City Contact" person listed in the title page of these documents, or via courier, personal delivery or U.S. Postal service delivery of a request for results accompanied by provide a self-addressed, stamped envelope, referencing bid number and bid tabulations will be mailed. Bid results cannot be given over the telephone.

24. THE CONTRACT:

- 24.1. 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.
 - 24.2. 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.
 - 24.3. 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.
 - 24.4. 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.
25. 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 and approval as to form the City Attorney's Office. 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.

26. **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.
27. **CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 27.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 27.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 27.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 27.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 27.5. 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.
- 27.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 27.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
28. **PRE-AWARD ACTIVITIES:**
- 28.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 28.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

**CONTRACT AGREEMENT AND
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and DUWRIGHT CONSTRUCTION, INC., herein called "Contractor" for construction of **Sidewalk Replacement Group 1501**; Bid No. **K-16-1381-DBB-3-A**, in the amount of SIX HUNDRED NINETY NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS 00/100 (\$699,750.00), which is comprised of the Base Bid alone.

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 Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Sidewalk Replacement Group 1501**; on file in the office of the Public Works Department as Document No. **B-15152**, 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 1501**; Bid Number **K-16-1381-DBB-3-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 AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By 

By 

Print Name: Stephen Samara
Principal Contract Specialist

Print Name: Jeremy Jung
Deputy City Attorney

Date: 11-24-15

Date: 11.24.15

CONTRACTOR

By 

Print Name: Joseph Pereira

Title: President

Date: 9-30-2015

City of San Diego License No.: B2008025769

State Contractor's License No.: 945172

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004584

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

DUWRIGHT CONSTRUCTION, INC., a corporation, as principal, and _____, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of SIX HUNDRED NINETY NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS 00/100 (\$699,750.00), for the faithful performance of the annexed contract, and in the sum of SIX HUNDRED NINETY NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS 00/100 (\$699,750.00), for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Sidewalk Replacement Group 1501**; Bid Number **K-16-1381-DBB-3-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.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

DuWright Construction, Inc., a corporation, as principal, and
Hudson 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
\$699,750.00 / six-hundred and ninety-nine thousand seven-hundred and fifty for the faithful performance of the
annexed contract, and in the sum of ^{\$699,750.00 / six-hundred and ninety-nine thousand seven-hundred and fifty} for the
benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Sidewalk Replacement Group 1501; Bid Number K-16-1381-DBB-3-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.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

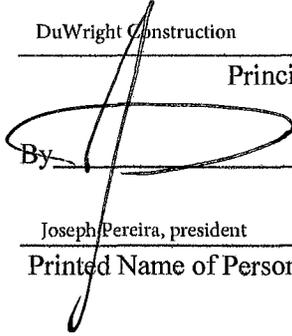
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated September 29th, 2015

Approved as to Form

DuWright Construction

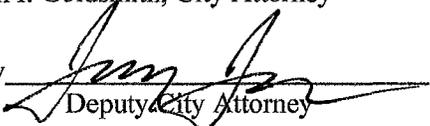
Principal

By 

Joseph Pereira, president

Printed Name of Person Signing for Principal

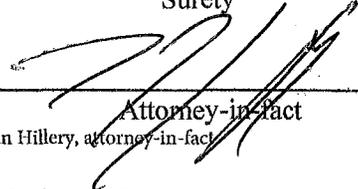
Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

Hudson Insurance Company

Surety

By 

Attorney-in-fact

Canaan Hillery, attorney-in-fact

23901 Calabasas Rd Suite 1085

Local Address of Surety

Calabasas CA 91302

Local Address (City, State) of Surety

818-449-3111

Local Telephone No. of Surety

Premium \$ \$14,995.00

Bond No. 10030964

Approved:

By: 

Stephen Samara
Principal Contract Specialist
Public Works Contracting Group

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On SEPTEMBER 29th, 2015 before me, Jeff Alan Holmes, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared CANAAN HILLERY
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond, Labor and Materialmen's Bond Document Date: 9/29/15
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Canaan Hillery

of the State of CA

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Six Hundred Ninety Nine Thousand Seven Hundred Fifty Dollars (\$699,750.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.



Dina Daskalakis
Corporate Secretary

Dina Daskalakis

HUDSON INSURANCE COMPANY

By *Christopher T. Suarez*
Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 28th day of September, 2015



Form 1082010 (v1)

By *Dina Daskalakis*
Dina Daskalakis, Corporate Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

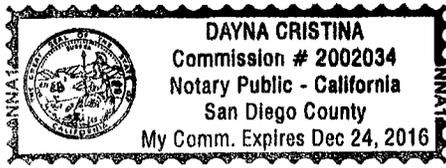
State of California

County of San Diego }

On Sept 30, 2015 before me, Dayna Cristina
Date Here Insert Name and Title of the Officer

personally appeared Joseph Pereira
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: Dayna Cristina
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: _____ Signer's Name: _____

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



Signer Is Representing: _____

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



Signer Is Representing: _____

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Replacement of tree damaged sidewalks – Citywide.
 - 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 **\$550,000**.
3. **LOCATION OF WORK: The location of the Work is as follows:**

See Appendix E - Location List.
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **140 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 classifications for this contract:

Option	Classifications
1	CLASS A
2	CLASS C8
3	CLASS C12

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

ATTACHMENT B
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ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

ATTACHMENT D
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ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

The Normal Working Hours are **7:30 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:

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

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

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

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

The Product Submittal Form is available for download at:

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

2-9.1 Permanent Survey Markers. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

The Contractor shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. The Agency (or the owner on a Private Contract) will:

- a) set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
- b) file a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
- c) file a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6 Preapproved Materials. To the City Supplement, ADD the following:

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

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

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) **no less than 15 Working Days prior to Bid due date** and on the City's Product Submittal Form available at:

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

1. You must procure the insurance described below, at 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.

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

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

7-16 **COMMUNITY LIAISON.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD:
7-16 **COMMUNITY OUTREACH.**

7-16.1 **General.**

1. To ensure consistency with the City's community outreach plan for the project, the City will work with you to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by you to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who will perform the required community outreach services.
3. You shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project.

Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction Meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDShare site:

<http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx>.

4. You shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:
 - a) Your contact information is made available on any outreach materials or;
 - b) You will be the primary point of contact to resolve project related inquiries and complaints.
5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDShare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDSShare site within 24 hours.

Copies of email communications shall be saved, individually, on to the City's SDSShare site as an Outlook Message Format (*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

7-16.1.1 Quality Assurance.

1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.) on your behalf shall:
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as your employee,
 - c. Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

7-16.1.2 Submittals.

1. You shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, you shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.
 - b. After distributing or mailing, you shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
2. You shall use the City's SDSShare site to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. You shall upload to the City's SDSShare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with section 7-10.6.2
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet radius of the Project, of construction activities and utility service interruptions not less than 5 days in advance.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a. Where Work is to be performed at least 5 days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b. Within 5 days of the completion of your construction activities where work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1 1/4" Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834 or approved equal.
7. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
2. You shall provide updates on construction impacts to the Resident Engineer. You shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.

3. You shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
4. At the request of the Resident Engineer, you shall attend and participate in project briefings at community meetings.
5. You shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

7-16.2.3 Communications with Media.

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
3. In the event media representatives arrive near or on the construction site(s), You shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.
4. You shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
5. If the City allows members of the media to access a construction site, you shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
6. You shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

7-16.3 Exclusive Community Liaison Services. You shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be to implement 7-16.2, "Community Outreach Services" and as follows:

1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
2. Prepare and present of materials in coordination with the Resident Engineer.
3. Respond to community questions and complaints related to your activities.

4. Write, edit, update, or produce brochures, pamphlets and news releases.
5. Provide standard telephone inquiries and e-mail responses:
 - a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on the City's SDShare site.
6. Provide a monthly summary report of all inquiries and complaints, including the name of the person, source of inquiry (via information line or email), phone number, address, date, and time of inquiry, who responded, and a summary of resolutions or pending resolutions to the Resident Engineer.
7. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
8. Attendance at pre-construction, community and stakeholders meetings.

7-16.3.1 Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) within 15 days of the Award of the Contract.

7-16.4 Payment. The Payment for the Community Outreach Service is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services."

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

SECTION 302 – ROADWAY SURFACING

**ADD:
302-3.2**

Payment. Payment for replacement of existing sidewalks shall be included in the unit bid price for SF of Sidewalk Replacement for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside of scope of work unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements.

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:

Payment shall be made per LF of the area shaved.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

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)

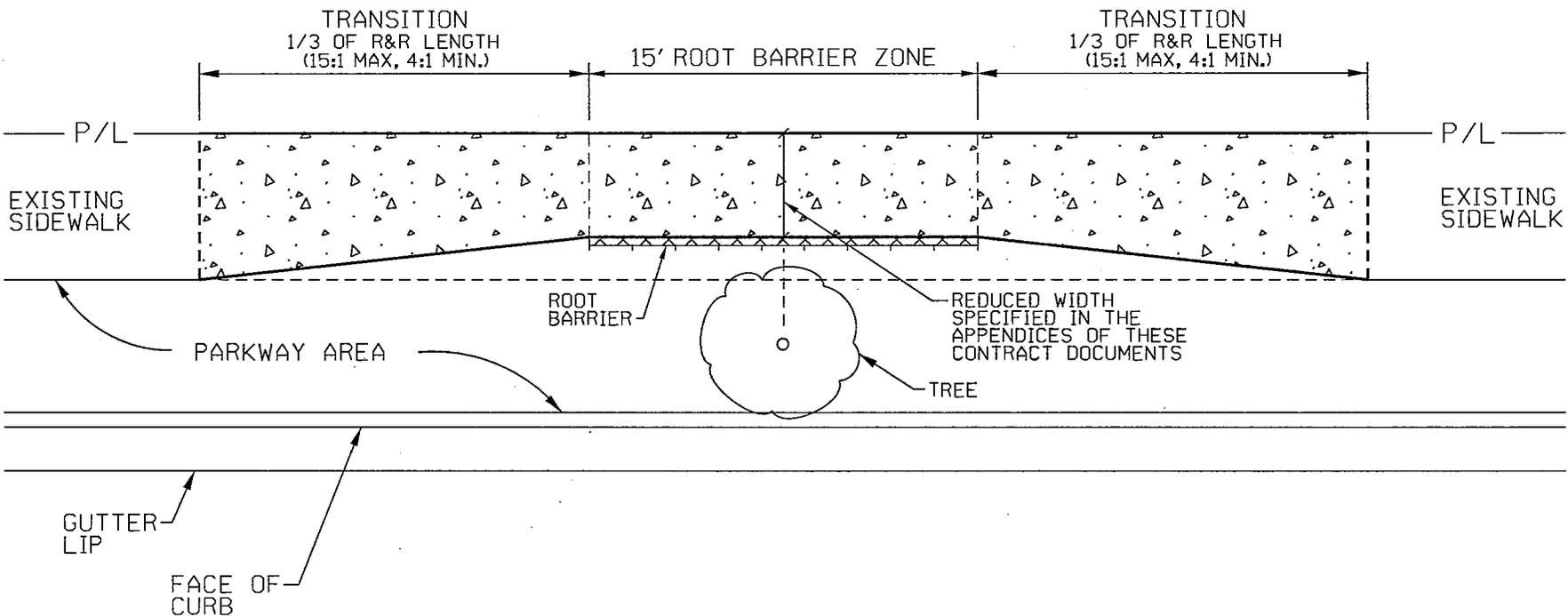
308-8 PAYMENT. To the City Supplement, DELETE in its entirety.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

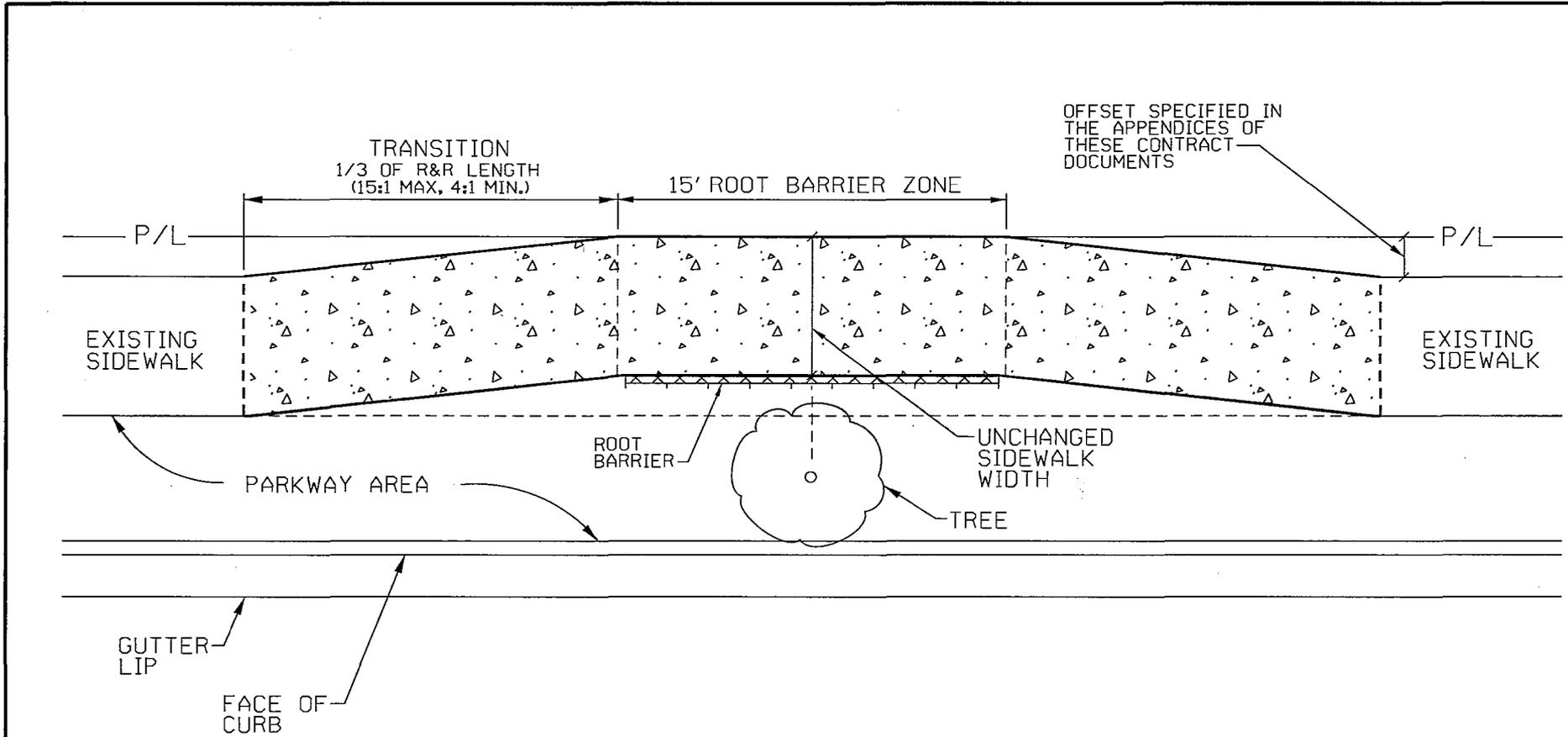
APPENDICES

APPENDIX A
TREE-RELATED DRAWINGS DETAILS



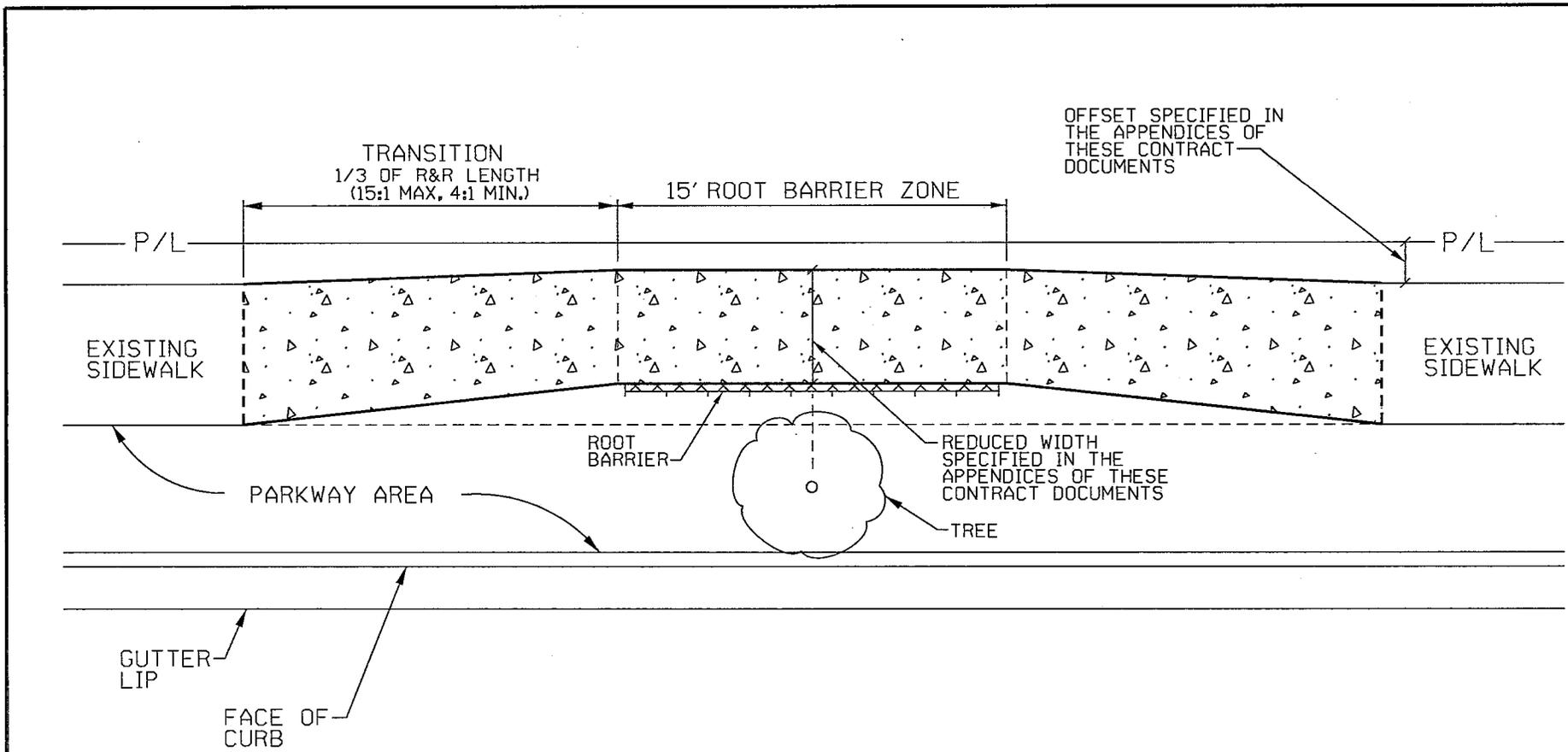
SIDEWALK WIDTH REDUCTION AROUND A FIXED OBJECT (EXISTING SIDEWALK & TREE)			
CITY OF SAN DIEGO, CALIFORNIA GENERAL SERVICES DEPARTMENT			
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	GEFROM		6-2-09

D-1



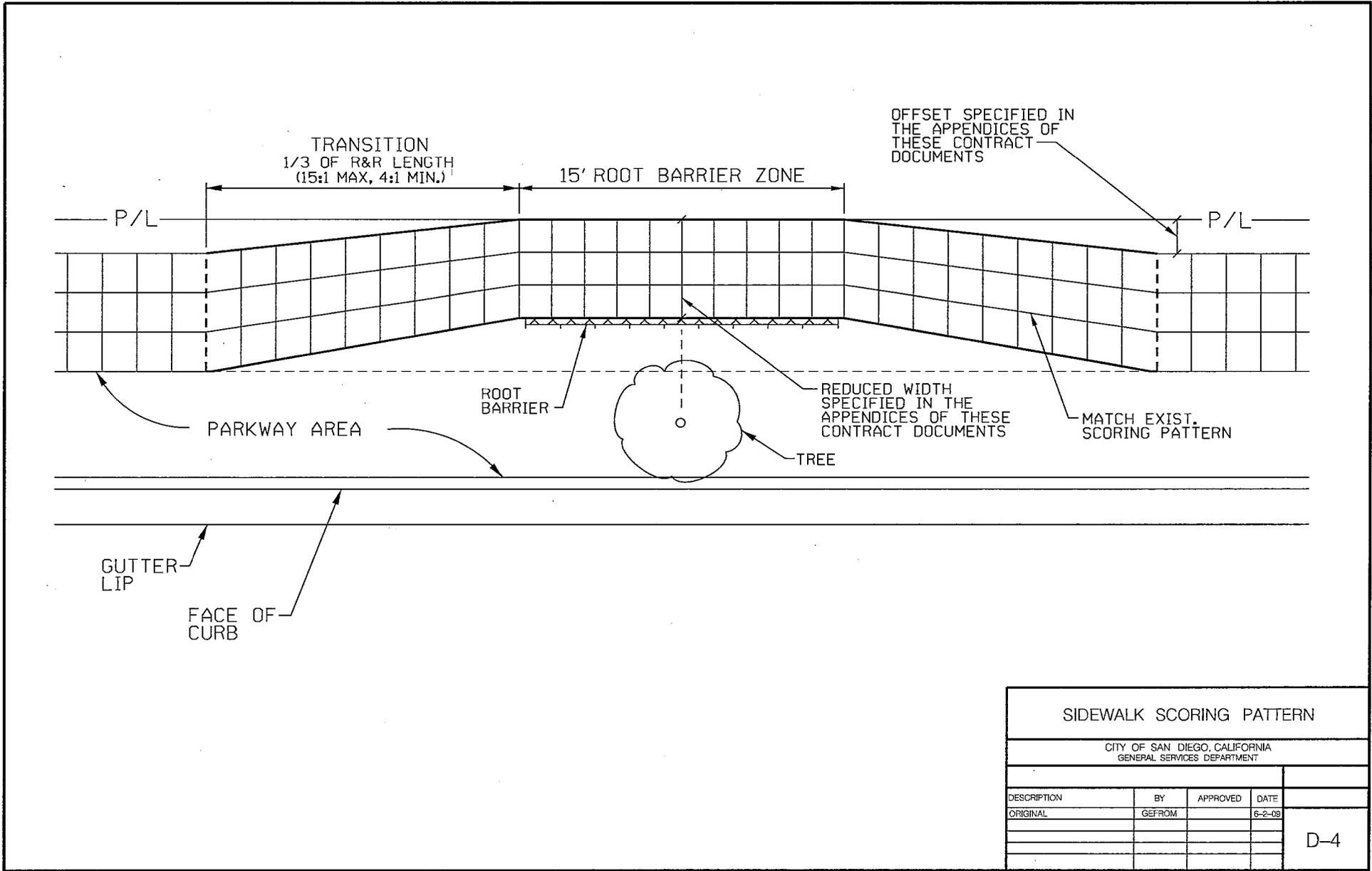
SIDEWALK TRANSITION AROUND A FIXED OBJECT (EXISTING SIDEWALK & TREE)			
CITY OF SAN DIEGO, CALIFORNIA GENERAL SERVICES DEPARTMENT			
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	GEFROM		6-2-09

D-2



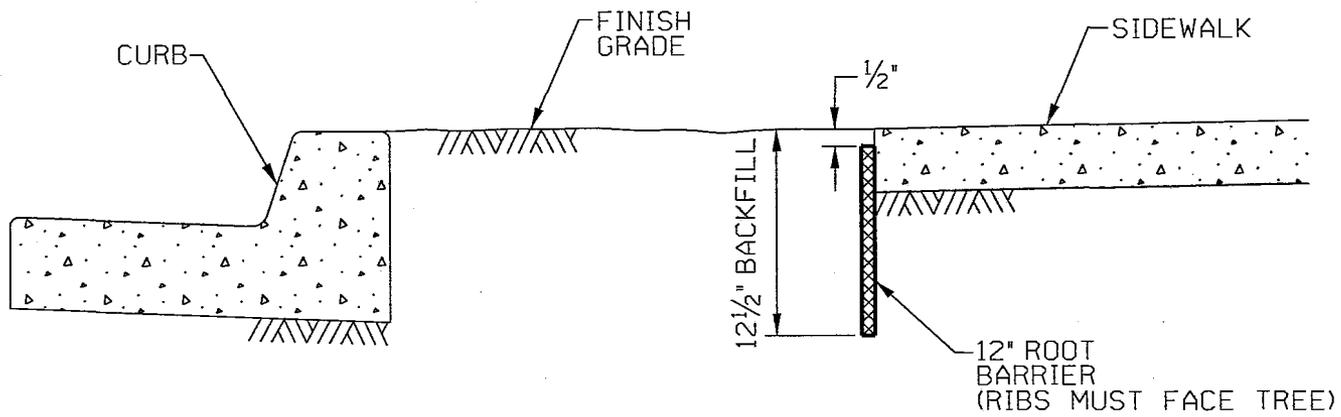
SIDEWALK WIDTH REDUCTION AND TRANSITION AROUND A FIXED OBJECT (EXISTING SIDEWALK & TREE)			
CITY OF SAN DIEGO, CALIFORNIA GENERAL SERVICES DEPARTMENT			
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	GEFROM		6-2-09

D-3



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

D-4



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

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

1. **PURPOSE**

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

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

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

4. **POLICY**

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

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

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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:		Check Box if Reclaimed Water

Company Information

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

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

<input type="checkbox"/>	City Meter	<input type="checkbox"/>	Private Meter
Contract Acct #:		Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #		Meter Size: 05	Meter Make and Style: 6-7
Backflow #		Backflow Size:	Backflow Make and Style:
Name:		Signature:	Date:
e-Bidding Sidewalk Replacement Group 1501			62 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:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	Invoice No.
Resident Engineer (RE):		Contractor's fax #:	Invoice Date:
RE Phone#:	Fax#:	Contact Name:	Billing Period: (to

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00%	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	Field Orders				\$ -		\$ -		\$ -	0.00%	\$ -
18					\$ -		\$ -		\$ -	0.00%	\$ -
	CHANGE ORDER No.				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -	Total Billed	\$ -

SUMMARY

A. Original Contract Amount	\$ -
B. Approved Change Order #00 Thru #00	\$ -
C. Total Authorized Amount (A+B)	\$ -
D. Total Billed to Date	\$ -
E. Less Total Retention (5% of D)	\$ -
F. Less Total Previous Payments	\$ -
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

I certify that the materials
**have been received by me in
the quality and quantity specified**

Resident Engineer

Construction Engineer

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: _____

APPENDIX E
LOCATION LIST

#	SN#	District	Map No.	LOCATION	Est Shv LP'	Est SW sq'	Est DW sq'	Est CG lin'	Crb Rmp ea	Hrd Scp	RB	Pruning	Trimming	TREE RECOMMENDATION	CONCRETE WORK	Survey ed By
1	150000505164	01	1149-H7	11109 INDIAN LORE CT(121'Eo addr;		185					3	3	3	RP 3Pine 16" 24" 24"	R&R SW 4x25 & 4x15	GM
2	150000505909	01	1150-B6	18397 CAMBERWELL LN on ESCALA DR;		195					2	2	2	RP 2Pine 16"	R&R SW 4x17, x31 On Escala & across street from this address on	GM
3	150000519879	D1	1169-J2	W BERNARDO DR -E53005o Rcho Bdo Rd;		100					1	1	1	RP Pine 18"	R&R SW4x25	GM
4	150000516247	01	1189-E4	9701 CRML MTN on PASEO MONTALBAN; SWtree		180					4	4	4	RP 4Ficus 24"-30"	R&R SW 4x20, x10 NWC on Paseo Montalban, x15 on CM Rd	GM
5	150000515067	01	1228-C5	2985 DUCOMMUN AV; SWtree		150					1	1	1	RP 1 Kafir 12"	R&R SW 6X25	AE
6	150000641555	01	1228-C5	3102 DUCOMMUN AV; tree		250	48	40			1	1	1	Rmv KP 12 Plnt Metro excel	R&R 250 SF SW, CG 40 Dwy 4x12	AE
7	150000518210	01	1228-C6	5862 STRESEMANN ST on GOBAT; SWtree		450		30	1		2			Rmv 2 Carotwd 28" 29"; Plnt 2 Rhus	R&R SW 18x25, 1 Crp Rmp, 30 LF CG	AE
8	NEW	01	1228-C6	CORNER OF HONORS DR AND SANDBURG		300		20	1		1	1	1	RP City Tree	300 SG SW, 1 CR, 20 LF CG	AE
9	NEW	01	1228-C6	5783 HONORS DR		750			1		3	3	3	RP 3 TREES	750 sf SW, 1 C.R Typ A	AE
10	500000056505	01	1228-D1	9620 TOWNE CENTRE DR SW tree		300					4	4	4	RP 4 TREES	2 LOC BOTH SIDES OF DRIVEWAY (300 SF)	AE
11	150000482119	01	1247-J6	1133 OLIVER AV; SWtree		200					1	1	1	RP Pine 24"	SWred4@tree 5x40	GM
12	150000515231	02	1247-H5	1175 OPAL ST; SWtree		100					1			RemoveCity Tree, Plant Oxy.	R & R 20 X5 SW	AE
13	150000525732	02	1247-H5	936 MISSOURI ST; SWtree		40								Tree Already Removed	R&R SW 5x8	AE
14	150000563220	02	1247-H5	5015 CASS ST; SWtree	5						1	1	1	RP City Tree	ShvSW(1loc)5in-ft	AE
15	500000095758	02	1247-H5	4776 BAYARD ST; SIDEWALK RAMPED		225	60				3	3	3	RP 3 city Trees	R&R 5x45 SW, 12X5 DW	AE
16	150000629754	02	1247-H5	955 LORING ST; SWtree	10									No Tree work	Shave 10 LF	AE
17	150000651481	02	1247-H5	4878-4890 BAYARD ST; SWtree		325					4	4	4	RP 4 Carotwd 12" 13" 14" 12"	R&R SW5X6S	AE
18	500000111658	02	1247-H5	1069 CHALCEDONY ST; SW tree	10									No Tree Damage Observed	Shave 10 LF	AE
19	500000097849	02	1247-J4	1320 CARY WY; SIDEWALK RAMPED		150			150		2	2	2	R.P 2 City Trees	R&R 30X5 SW, Rmv 30X5 Hardscape	AE
20	500000080259	02	1247-J5	1228-1236 MISSOURI ST; SIDEWALK RAMPED		66					1	1	1	RPAD Carob 30"	R&R 11X6 SW	AE
21	150000619839	02	1247-J5	1576 CHALCEDONY ST; SW tree		250			1		1			RMV Ficus 31" Plnt Rhus	R&R SW 50x5 Curb Rmp C2	AE
22	150000625828	02	1247-J6	1165 GARNET AV on EVERTS; SW RAMPED		150			1		2	2	2	RP 2 City Trees	R&R SW 25X6, Crb Rmp	AE
23	150000615788	02	1248-A5	1978 EMERALD ST on MORRELL; SWALK RAMPED		75					4	4	4	R.P 4 City Trees	R&R SW 15X5	AE
24	150000630853	02	1248-A5	1943 FELSPAR ST-SW tree		120		30			1			Rmv Ash 24" Plnt Oxy	R&R SW 30x4 CG 30	AE
25	500000069792	02	1248-A6	1741 HORNBLEND ST; SW		75	64				1	1	1	RP; Pepr 32"	R&R SW 5x15, DW 8X8	AE
26	150000582106	02	1248-A6	1501 GARNET ON HAINES; SIDEWALK RAMPED		200					3	3	3	RPAD 3 Chi Fim (EXPAND TREE WELLS)	R&R SW 40X5	AE
27	500000097893	02	1248-A6	1663 & 1675 GARNET AV on JEWELL; SW RAMPED		156			1	40	4	4	4	RP 4 City Trees	@1663 SW 11X6 ,1 R.P. @ 1675 SW 15X6, 1 Crp Rmp, Rmv Brick Pvsr as needed to R.P	AE
28	150000481010	02	1248-A7	4003 JEWELL ST; SWtree	5					80	3	3	3	RP 3 Bpepr	Rmv Pkwy Concrete (80 sf) ,Shv 1 loc	AE
29	150000514665	02	1248-A7	3715 HAINES ST; SWtree	5									No RP; No tree	Shv SW (1loc) 7 in-ft	AE
30	150000514666	02	1248-A7	4072 HAINES ST & AF; SWtree		100					1			Rmv Liq 12"; Plnt Oxy	R&R SW 5x20 HstFin	AE
31	150000514666	02	1248-A7	1505 Pacific Beach Dr		100		25			1			Rmv Liq 18"; Plnt Oxy	R&R SW 5x20, 25 LF CG	AE
32	150000609829	02	1248-A7	3964 KENDALL ST - SIDEWALK LIFTING		300								Rmv 2 Liq Ambr-No Tree Planting	R&R SW 12x25	AE
33	150000631544	02	1248-C1	2825 LUNA AV; SIDEWALK RAMPED	10		160				1			Rmv Tree, Plnt Oxy	R&R 160 SF Dwy, Shv 10 LF	AE
34	150000631443	02	1248-C2	4404 MELISA SY; SIDEWALK RAMPED		175					1			Rmv Ash 24"; Plnt Oxy	R&R SW 7x25	AE
35	150000598184	02	1267-H1	3740 MISSION BL; SIDEWALK RAMPED		200					1			Rmv Mal plnt Oxy	R&R SW 40X5	AE
36	150000515095	02	1267-H6	5030 DEL MONTE AV; SWtree	5									No RP; trees not a factor	Shv SW (1loc) 7 in-ft	AE
37	150000491551	02	1268-A5	2176 SUNSET CLIFFS BL; SW TREE		300					3	2	2	Rmv 1 Ash,Plnt 2 Oxy,RP 2 trees,Rmv 1 stump	R&R SW 30X10	AE
38	150000540125	02	1268-B7	3745 LA CRESTA DR; SWtree		110					1			Rmv Liq 16"; Plnt Lager	R&R SW 5x22	AE
39	500000058608	02	1268-G5	3942 ALAMEDA PL; SIDEWALK		36					1	1	1	R.P CityTree	R&R SW 6X6	AE
40	500000109491	02	1268-G5	4343 Trias St @ Hickory; SIDEWALK RAMPED		140					2	2	2	RP 2 TREES	R&R SW 5x28	AE
41	500000087914	02	1268-G6	1938 TITUS ST; SIDEWALK RAMPED		200	30							Remove Stump	R&R 5x40 SW, 30 SF DWY	AE
42	500000059693	02	1287-J2	827 AMIFORD DR; SIDEWALK		200					4	4	4	RP 4 TREES	R&R SW 5x40	AE
43	150000626728	02	1288-A1	4024 ORCHARD AV; SIDEWALK RAMPED/PATCHED		110					1	1	1	RP 1 TREE	R&R SW 5X22	AE
44	500000058241	03	1269-A5	4036 3RD AV; SIDEWALK		68					1	1	1	RP City Tree	R&R SW 4.5X15	AE
45	500000111610	03	1269-A7	2961 1ST AV; SIDEWALK RAMPED		68					1	1	1	RP City Tree	R&R SW 4.5X15	AE

46	50000111606	03	1269-A7	106 THORN ST @ 1st Ave ; SIDEWALK RAMPED		68				1	1	1	RP City Tree	R&R SW 4.5X15	AE
47	150000522082	03	1269-B5	3925 CLEVELAND AV; CGtree	10		40			1			Rmv Ficus 24"; Plnt Rhus	R&R CG 40, ShvSW 2 loc	AE
48	150000574535	03	1269-D3	2818 COPLEY AV; SWtree		150				1	1	1	RP Pky tree 7"	R&R SW 5x30	AE
49	150000497070	03	1269-D4	4479 IOAHO ST; SW		75				2	2	2	RPB; City Tree	R&R SW 3x25	AE
50	150000551033	03	1269-D6	3446 TEXAS ST; SWtree		175		1		2	2	2	RPAD 2lac 8" 7"	SW 5x35, 1 Crp Rmp	AE
51	150000685460	03	1269-D6	3727 UTAH ST-RAISED SIDEWALK		68				1	1	1	RP Tree(Property Side)	R&R SW 4.5X15	AE
52	150000590298	03	1269-E3	4678 KANSAS ST; SIDEWALK RAMPED	10								No Tree Work	Sw Shv (2) Loc @ Driveway	AE
53	150000586027	03	1269-F3	4776 35TH ST; SIDEWALK RAMPED		120		32		1			Rmv City Tree	R&R 4x30, DW 8X4	AE
54	150000545994	03	1269-F4	4415 & 4425 SWIFT AV- SWtree		225	92			2	2	2	RP 2 Podo 9" 10"	R&R SW 5x45, DW 11x8.5	AE
55	150000583462	03	1270-A3	4970 ADAMS AV; SW tree		68				2	2	2	RP 2 Pkwy trees(Prop Side)	R&R SW 4.5X15	AE
56	50000100082	03	1289-E1	2302 30TH ST; SWtree		68				1	1	1	RPAD Chi Flame 9"	R&R SW 4.5X15	AE
57	150000633046	03	1289-E1	2328 30TH ST; SWtree		150				1			Rmv ChiFm 11";plnt Cassia excelsus	R&R SW 5x30	AE
58	50000106271	03	1289-E1	2318 30TH ST; SWtree		150				1			Rmv ChiFm 13";plnt Cassia excelsus	R&R SW 5x30	AE
59	50000058885	03	1289-E2	1412 FERN ST; SIDEWALK		90				1	1	1	RP City Tree	R&R SW 4.5X20	AE
60	50000059926	03	1289-E2	1436 30TH ; SIDEWALK		68				1	1	1	RP City Tree	R&R SW 4.5X15	AE
61	50000059927	03	1289-E2	1435 FERN ST; SIDEWALK RAMPED ADDL		90				1	1	1	RP City Tree	R&R SW 4.5X20	AE
62	50000059928	03	1289-E2	1505 FERN ST; SIDEWALK		90				1	1	1	RP City Tree	R&R SW 4.5X20	AE
63	150000508586	04	1289-H3	632 TOYNE ST; SWtree	5					1	1	1	RP pkytree 13"	ShvSW(1loc)	AE
64	150000503183	04	1290-C2	5847 ROSWELL ST; SWTREE						1	1	1	RPAD Botbrn 20"	NO CONCRETE WORK	AE
65	150000504892	04	1290-C3	5910 LINNET ST; SIDEWALK RAMPED		100				1	1	1	RPAD Propside tree 30"	R&R SW 4x25	AE
66	150000502747	04	1290-C5	6137 NEWCASTLE PL SWtree		60							No Tree Work	R&R SW 4x15	AE
67	150000504896	04	1290-C5	671 BETHANY ST; SIDEWALK RAMPED		60							No Tree Work	R&R SW 4x15	AE
68	150000503187	04	1290-D1	6319 MALLARD ST; SWTREE		80				1	1	1	RP Liq 16"	R&R SW 4x20	AE
69	150000508421	04	1290-F2	918 ANGELUS AV & AF; SWTREE		500	60			1	1	1	RMV Pine 36"/RP A.F	60 SF DW, 500 SF SW	AE
70	150000508429	04	1290-F3	810 ANGELUS AV (acr from); SWTREE		225							No RP; Euc not an issue	R&R SW 9X25	AE
71	150000508425	04	1290-F3	840 ANGELUS AV (acr from); SWTREE		108				2			Rmv 2Euc (multi) 9"/ Plnt Oxy	R&R SW 4x27	AE
72	150000508422	04	1290-F3	834 ANGELUS AV (acr from); SWTREE		160				2			Rmv Euc -multi 16"/Plnt Oxy	R&R SW 4x40	AE
73	150000508444	04	1290-F3	764,753 MARJORIE DR; SW TREE						1			Rmv Liq 14"; Plnt oxy	NO CONCRETE WORK	AE
74	150000508444	04	1290-F3	765 MARJORIE DR; SW TREE		60				1			Rmv Liq 14"; Plnt oxy	R&R SW 4x15	AE
75	150000508435	04	1290-F3	730 MARJORIE DR; SWTREE		160	60			1			Rmv Liq 23"; Plnt oxy	R&R SW 4x40, DW 4x15	AE
76	150000504871	04	1290-F4	7044 SPRINGFORD AV; SIDEWALK RAMPED		120		20		1			Rmv Ash 16"; Plnt Rhus	R&R SW 4x30, CG20	AE
77	150000504873	04	1290-F4	238 WELLING WY; SWTREE		120				1			Rmv Bris 15"; Plnt Agonis	R&R SW 4x30	AE
78	150000504865	04	1290-F4	7310 LE CONTE on DOLO ST; SWTREE		120				2	7	7	RP 7 ItalCyp 12"	R&R SW 4x30	AE
79	150000504862	04	1290-F4	161 LAUSANNE DR; SIDEWALK RAMPED		80				1	1	1	RP Jac 13"	R&R SW 4x20	AE
80	150000504875	04	1290-F4	371 LOS SONETO DR; SWTREE		175				3			Rmv Ash 22" & 2 small trees	7x25 SW	AE
81	150000504875	04	1290-F4	230 LOS SONETO DR; SWTREE		100				1			Rmv Ash 18"	SW 4x25	AE
82	150000504874	04	1290-F4	7012 LA SENA AVE; SWTREE		100				1			RMV Bpepr 36"	SW 4x25	AE
83	500000088479	04	1290-F4	247&215 SYCHAR RD; CURB REPAIR			100			2			Rmv 2 Kaffir 36"	R&R eg 100 ft.	AE
84	150000508454	04	1290-G2	7548 VICTORIA CT; SWTREE		40		15			2		RPAD 2Fan Palms 30" 30"	R&R SW 4x10, CG15 eliminate ponding	AE
85	150000509392	04	1290-G2	1028 MARJORIE DR, AC RAMPED		60				1			Rmv Liq, plntoxy	R&R SW 2x30	AE
86	150000504852	04	1290-G3	7614 BLACK OAK RD; SWTREE		80				1	1	1	RPAD Ash 19"	R&R SW 4x20	AE
87	150000508458	04	1290-G3	725 JOANA DR; SWTREE		60							No RP Palm raising	R&R SW 4x15	AE
88	150000508449	04	1290-G3	808 MARJORIE DR; SWTREE		120				1			Rmv Liq 14"; Plnt oxy	R&R SW 4x30	AE
89	150000508452	04	1290-G3	817 MARJORIE DR; SWTREE		100				1			Rmv Liq; Plant Rhus	R&R SW 4x25	AE
90	150000508406	04	1290-G3	727 BEACON DR; SWTREE		80				2	2		RP 2Palms 33"	R&R SW 4x20	AE
91	150000508409	04	1290-G3	8036 ANZA DR; SWTREE		80				1	1	1	RP Ficus 13"	R&R SW 4x20	AE
92	150000508447	04	1290-G3	809 MARJORIE DR; SIDEWALK RAMPED		120				1	1	1	RPAD Liq 13"	SW 4x30	AE

93	150000508439	04	1290-G3	801 MARJORIE DR; SIDEWALK RAMPED		120					1	1	1	RPAD Liq 15"	SW 4x30	AE
94	150000504866	04	1290-G4	209 SIENA ST; SWTREE		150			1		2	2	2	RP 2 Kaffir 12" 13"	R&R SW 6x25, CbrRmpC	AE
95	150000502404	04	1290-G5	7561 CAREYBROOK LN; SWTREE	10						1	1	1	RP Bris 13"	ShvSW(2loc)	AE
96	150000502395	04	1290-G5	7330 HIGHTREE LN; SWTREE		80					1	1	1	RP Jac 11"	R&R SW 4x20	AE
97	150000502407	04	1290-G5	7560 BROOKHAVEN RD; SWTREE	5									no tree work	Shv 1 Loc	AE
98	150000502393	04	1290-G6	7276 GATEWOOD LN; SWTREE		120					1			Rmv Pmint Willow 36	R&R SW 4x30	AE
99	150000502402	04	1290-G6	7439 WOODRIDGE WAY; SWTREE		100	200				1			Rmv Liq 22"; Plnt Oxy	R&R SW 4x25, DW 10x20	AE
100	150000502399	04	1290-G6	7353 WOODRIDGE WY; SWTREE		120					1			Rmv Liq; plnt oxy	R&R SW 4x30	AE
101	150000502389	04	1290-G6	7239 FARMDALE ST; SWTREE		60								No Tree Work	R&R SW 4x15	AE
102	150000502397	04	1290-G6	418 HIGHTREE PL; SWTREE		100					1	1	1	RP Jac 15"	R&R SW 4x25	AE
103	150000507248	04	1290-H3	7916 KNOLLWOOD RD; SW TREE		75					1	1	1	RPAD Pky tree 17"	SW 3x25	AE
104	150000508398	04	1290-H3	559 CARDIFF ST; SWTREE		100					1			Rmv 19" pkyw tree14"	R&R SW 5X20	AE
105	150000508460	04	1290-H3	740 ENCINITAS AV; SWTREE		60					1	1	1	RP Jac 14"	R&R SW 4x15	AE
106	150000508456	04	1290-H3	740 ENCINITAS AV;SWTREE		80					1	1	1	RPAD Jac 14"	SWtran (curve)6"@tree 4x20	AE
107	150000512399	04	1290-H3	650 SAWTELLE AV; SWtree		120	110				1			Rmv Podo 20"; Plnt Rhus	R&R SW 4x30, DW 11x10	AE
108	150000504861	04	1290-H4	328 BOWIE ST; SWTREE		120					1			Rmv Liq 22"; Plnt oxycarpa	R&R SW 4x30	AE
109	150000504853	04	1290-H4	251 MIDDLEBUSH DR; SWTREE		120					1	1	1	RP Jac 19"	R&R SW 4x30	AE
110	150000504855	04	1290-H4	236 MIDDLEBUSH DR; SWTREE		120					1	1	1	RP Jac 19"	R&R SW 4x30	AE
111	150000502405	04	1290-H5	7654 BROOKHAVEN RD; SWTREE		80					1	1	1	RPAD Kaffir 13"	R&R SW 4x20	AE
112	150000507712	04	1290-J3	422 BILLOW; SWTREE		100								No RP; 3Palms not a factor	R&R SW 4x25	AE
113	150000508419	04	1290-J4	8570 NOELINE AV; SWTREE		40	72				1	1		RP Camph 14" (propside)	R&R SW 4x10, DW 18 X 4	AE
114	150000616401	04	1290-J4	8450 PARKBROOK LN; SIDEWALK RAMPED		60					1	1		RP ItaICyp	R&R SW 4x15	AE
115	150000515017	04	1310-E1	2735 KAUSMAN ST; SWtree		80			40					NoTree Work	R&R SW 4x20, Rmv 40 sf Hrd Sep	AE
116	50000091255	05	1169-H5	N/O 15803 SUNNYFIELD PL; SIDEWALK RAMPED	5	100					2			Rmv 2Ficus Plnt 2 Rhus	R&R 4X25 SW , Sw Shv (1) Loc	AE
117	150000524240	05	1170-C5	A/F 15922 AVNDA VILLAHA; SWtree	5						1	1	1	RP Podo 15"	Sw Shv (1) Loc	AE
118	150000620456	05	1189-B2	8525 CELTIC CT; SIDEWALK RAMPED		80					1	1	1	RP Podo 8"	R&R SW 4x20	AE
119	500000099342	05	1189-B3	A/F 8434 CALDERON CT; SIDEWALK RAMPED		80					1	1	1	RP City Tree	R&R SW 4x20	AE
120	150000518925	05	1189-G7	SCRIPPS POWAY W O ScrippsSummit;		100					2	2	2	RP 2 Eucs 16" 23" ROW =1'	R&R SW 5x20 (East of McDonalds)	AE
121	500000096155	05	1190-A7	across from 11810 BAYPONY LN; SW RAMPED		160					1	1	1	RP City Tree	RxR SW 4x40	AE
122	150000515263	05	1208-G3	10906 & 10912 SUNNY MESA RD; SW		120					2	2	2	RP 2Tipu 15"	R&R SW 6x20	AE
123	150000618116	05	1209-A1	A/F 7630 TRAILBRUSH TR; SIDEWALK RAMPED		80					1	1	1	RP City Tree	R&R SW 4x20	AE
124	150000522120	05	1209-J1	CYPRESS CYN RD-Ss1338&260EoBLUE CYP;		100					2	2	2	RP; 2Euc 18" 15"	R&R SW 5x20	AE
125	150000597717	05	1210-C4	10375 RUE CHANTEMAR; SIDEWALK RAMPED		200					3			Rmv; 3 Syc 13" 10" plnt 3 AcerP	R&R SW 10x20	AE
126	150000511195	05	1228-F1	EASTGATE MALL -Es 25,165 So EASTGATE CT	10	75					1	1	1	RP Euc 16"	R&R SW 5x15, ShvSW(2loc)	AE
127	500000063554	06	1228-E7	5001,11 DUBOIS DR; SIDEWALK		20	81				2	2		RP 2 ; LiqAm 9"	R&R SW 4x5, DW 4.5x18	AE
128	150000522072	06	1228-E7	5141 PROVIDENCE RD; SWtree	5						1			Rmv Bris 19"; Plnt MagnStMarys	sw shv	AE
129	150000517539	06	1228-G7	4763 COBB DR; SWtree		320	60				2			Rmv 2 Pkytree; Plnt 2 Oxy	R&R SW 16x20 / 60 SF R&R DwwY	AE
130	150000524181	06	1228-G7	5049 CADET ST on Appelton; SCGtree		120	20				2			Rmv Ash 25"; Plnt Oxy	R&R SW 4x30, CG20	AE
131	150000546975	06	1228-G7	4750 CRISP WY @ NOAH; SW tree		150					1			Rmv Carrot 30" Plnt Rhus	R&R SW 25x6	AE
132	150000586308	06	1228-G7	4835 BARSTOW ST; SWtree		40	20				2	2	2	RP City Tree	R&R SW 4x10, x5, DW 4x5	AE
133	150000586312	06	1228-G7	4812 BARSTOW ST; SWtree		120					1			Rmv Ash 16"; Plnt Rhus	R&R SW 4x30	AE
134	150000586311	06	1228-G7	4817,4825 BARSTOW ST; SWtree		240					1			Rmv Ash 22"; Plnt Rhus	R&R SW 4x60	AE
135	150000580673	06	1248-B1	4682 EL PENON WY; SWtree		300	30	120						TREE ALREADY REMOVED/NO PLANTING	R&R 12x25, CG30, Rmv Hrd Sep 120SF	AE
136	500000054645	06	1248-C1	2919 LUNA AV; SWtree		16								No RP; tree not a factor	R&R SW 4x4	AE
137	500000094983	06	1248-C2	3231 HUERFANO CT; SIDEWALK RAMPED		140					1			Rmv Mela/Plnt Pyrus K	R&R 7x20 12"	AE
138	150000518095	06	1248-D1	3616 JENNIFER ST; SWtree		140					1	1	1	RP Jac 9"	R&R SW 7x20	AE

139	150000518402	06	1248-D1	3647 JENNIFER ST; SWtree		80					1	1			RP Palm 23"	R&R SW 4x20	AE
140	150000492461	06	1248-D3	3920 ECOCHEE AV; SWtree		200	36				1				Rmv City Tree; Plnt Rhus	R&R SW 20X10,DW 4.5X8	AE
141	50000067311	06	1248-D3	4247- 59 QUAPAW AV; SWtree	5	120					1	1	1		RP; Carotwd & Brisbox 14"	R&R SW 4x15, ShvSW(1)3if/ @ 4247 3X20 SW	AE
142	50000011284	06	1248-E1	4634 CLAIRMEMONT DR; SW TREE		60					1	1	1		RP; Bris 13"	R&R SW 4x15	AE
143	50000091525	06	1248-E2	4511 ROLFE RD; SIDEWALK RAMPED		100					1				Rmv Ash 8" Plnt Oxy	R&R SW 4x25	AE
144	150000515472	06	1248-E3	4070 FORNEY AV; SWtree		175					1				Rmv Mela 42"/Plnt Oxy	R&R SW 7x25	AE
145	NEW	06	1248-E3	5840 BAKEWELL ST		200	20				1				Rmv Ash 2D"; Plnt Oxy	R&R SW 5x40	AE
146	150000574346	06	1248-E5	3261 FONTANA AV; SWtree		113					1	1	1		RP Peppermint W/wh 13"	R&R SW 4.5x25	AE
147	50000057168	06	1248-F3	4243 MT HERBERT SWtree		175					1				Rmv Ash 23" Plnt Oxy	R&R SW 7x25	AE
148	150000619111	06	1248-F7	4891 Jellet St sw ramped		50	72		1		1				Rmv Podo 18" Plnt Rhus	R&R Dvy 4x18 NEW Ped Ramp Type A, 50 SF SW	AE
149	150000517001	06	1248-G1	4755 BOXWOOD DR; SWtree		60					1	1	1		RP Brisbox 13"	R&R SW 4x15	AE
150	150000555583	06	1248-G1	4765 DIANE AV; SWtree		45			1		1	1	1		RP Orchid 11" on corner	R&R SW 4.5x10 , Crp Rmp Type A	AE
151	150000625524	06	1248-G2	4982 MT FRISSELL DR; SWtree		80					1	1	1		RP Jac 11"	R&R SW 4x20	AE
152	150000582322	06	1248-G3	4366 MT FOSTER AV @ MT ELBURSE; SWtree		125					2	2	2		RP 2 TREES	R&R SW 5x25	AE
153	150000582324	06	1248-G3	4344 MT FOSTER AV; SWtree	5										No RP; No tree (conpky)	ShvSW(1loc)4in-ft	AE
154	150000582326	06	1248-G3	4351 MT FOSTER AV; SWtree	5						1	1	1		RP Tree	ShvSW(1loc)4in-ft	AE
155	150000582321	06	1248-G3	4308 MT FOSTER AV; SWtree	5						1	1	1		RP Tree	ShvSW(1loc)4in-ft	AE
156	150000582327	06	1248-G3	4363 MT FOSTER AV; SWtree	5						1	1	1		RP Palm 24"	ShvSW(1loc)4in-ft	AE
157	150000582323	06	1248-G3	4339 MT FOSTER AV; SWtree	5						1	1	1		RP Ash 23"	ShvSW(1loc)4in-ft	AE
158	50000088832	06	1248-G3	4263 MT CASTLE AV; SWtree		100					1				Rmv Liq 16; Plnt frax	R&R 5x20	AE
159	150000615659	06	1248-G3	5003 MT DURBAN DR; SWtree		120	144				1				Rmv Liq 14"; Plnt Frax	R&R 4X40 Dwy 12x12	AE
160	150000640726	06	1248-G3	4983 MT DURBAN DR; SWtree		120	30				1				Rmv Liq 13"; Plnt Frax	R&R 4X40 CG 30	AE
161	150000542642	06	1248-H1	5130-5136 KESLING ST; SWtree	10	112					2	2	2		RP 2 trees; Bris 13"	R&R SW 4.5x25 @ 5130/ Shv 2 loc@5136	AE
162	500000101675	06	1248-H3	6343 MT ACKERMAN DR; SWtree		175					1				Rmv Liq 12" Plnt Lager	R&R SW 25x7	AE
163	500000071670	06	1248-J4	6813 ERITH ST pkwy tree damage c/g		200					2				Rmv 2 Pep Plnt 2 Metro Excel	R&R 200 SF 5W	AE
164	50000092583	06	1248-J4	7270 ASTORIA ST; SIDEWALK RAMPED		175					1				Rmv City Tree/Plnt Oxy	R&R 7X25 5w	AE
165	150000597261	06	1248-J4	3692 ATOLL ST; SIDEWALK RAMPED		75					1				rmv Carotw 15" Plnt Oxy	R&R 3X25	AE
166	150000602109	06	1248-J4	6671 ROCKGLEN AV; SIDEWALK RAMPED		175					1				Rmv Crt 15" plnt 1 Oxy	R&R 7X25 5w	AE
167	150000667501	06	1248-J4	3511 BELFORD ST TREE ROOTS		175			175		1				Rmv City Tree/Plnt Oxy	R&R 5X35 Sw /R&R 5X35 Rmv H5	AE
168	150000558538	06	1248-J6	6950 SUN ST; SIDEWALK RAMPED		150					1				Rmv Ash 16" Plnt Oxy	R&R 6X25	AE
169	150000634030	06	1249-A3	4124 ASHFORD ST; SIDEWALK RAMPED		240			1	80	1				Rmv KP 14", Plnt Oxy	R&R SW 4x80; Crb Rmp Type A, Rmv Hrdscp as marked	AE
170	150000651969	06	1249-A3	7461 BATISTA ST; CGtree	5						1				Rmv Ash 22"; Plnt Oxy	Shv 1 Loc.	AE
171	150000526367	06	1249-A4	3703 BUDD ST; SWtree		240			1	50	1				Rmv Liq 12 Plnt Oxy	R&R SW 10x24, 1 Crp Rmp , Rmv 50 SF H.S	AE
172	150000586020	06	1249-A4	3662 ATLAS ST; SIDEWALK RAMPED		125					1				Rmv City Tree, Plnt Oxy.	R&R SW 5X25	AE
173	500000994312	06	1249-C2	8938 SPECTRUM CENTER BL; SIDEWALK RAMPED		64					1	1	1		RP pkwy 7"	R&R 8x8	AE
174	150000578169	06	1249-C5	8731 PINECREST; SWtree		100					1	1	1		RP Pep willow 16"	R&R SW 4x25	AE
175	150000526850	06	1249-D4	8811 HAVETEUR WY; SIDEWALK RAMPED		128			70		1				Rmv 1liq 14"; Plnt Lager	R&R SW 8x16, Rmv 70 sf H.S	AE
176	150000526850	06	1249-D4	8819 HAVETEUR WY; SIDEWALK RAMPED							1				Rmv 1liq 14"; Plnt Lager	Sidewalk Repaired	AE
177	150000538919	06	1249-D4	8812 & 8822 SOVEREIGN RD;SWALK RAMPED		175	50				2				Rmv 2 CARROT WOOD	R&R SW 7x25/ 50 SF Dwy @ 8822	AE
178	150000598536	06	1249-D5	2978 LARKIN PL; SWtree		175					1				Rmv Ash 13"; Oxy	R&R SW 7X25	AE
179	NEW	06	1249-E4	3395 STELLER DR @ WOODVIEW		125			1		1				Rmv City tree, Plnt OXY	R&R SW 5X25 , Crp Rmp A	AE
180	150000512963	06	1249-E4	3408 LOCKWOOD DR; SWtree		120					1				Rmv Bris 15"	R&R SW 4x30	AE
181	150000513707	06	1249-E4	3317 DORCHESTER DR; SIDEWALK RAMPED	10										N/A	Shv 2 Loc.	AE
182	150000603483	06	1249-E6	9204 HECTOR AV; SIDEWALK RAMPED		120					1				Rmv Jac 13", no tree planting	R & R SW 4x30	AE
183	150000519342	06	1268-F2	1831 BONUS DR; SWtree		100	80				1				Rmv Carotwd 23"; Plnt Rhus	R&R 5X20 SW, R&R Dwy 80 SF	AE
184	150000631019	07	1249-D5	2968 LARKIN PL; SWtree		180	20				1				Rmv Liq 12" Plnt Oxy	R&R SW 45x4 CG 20	AE
185	500000106406	07	1249-D5	3131 SKIPPER ST; SWtree		140	48				1				Rmv Ash 20" 12; Oxy	R&R 4x35 Dwy 4x12	AE

186	150000522643	07	1249-J5	6801 MISSION GORGE RD; SWtree		120					1	1	1	RPAD Bpepr 36"	SW 4x30	AE
187	500000065060	07	1249-J6	6405 CRAWFORD ST; SW		80					1	1	1	RPAD Brisbane 16"	SW 4x20	AE
188	500000059059	07	1249-J7	6096 48TH ST; SIDEWALK		80	40				1			Rmv City Tree	SW 4x20, DW 10X4	AE
189	500000058792	07	1250-A6	6550 51 ST; SIDEWALK		68					1	1	1	RP City Tree	R&R SW 4.5X15(By Parking lot entrance on 51st)	AE
190	150000656545	07	1250-A7	6395 CARTHAGE ST; SIDEWALK RAMPED		100					2	2	2	RP; Podo 14" 13"	R&R 4x25	AE
191	150000519679	07	1250-B5	5421 BARCLAY AV; SWtree		80					1			RmvBris22"; Plnt Rhus	R&R 4x20	AE
192	150000623201	07	1250-B5	6893 GLENROY ST; SIDEWALK RAMPED		120		20			1	1	1	RPAD Australian Willow 15"	SW 4x30, CG20	AE
193	150000524231	07	1250-B7	5912 HENLEY DR; SWtree		120	50	30			1			Rmv Ash 22"; Plnt Oxy	R&R SW 4x30, DW 5x10, CG30	AE
194	500000077002	07	1250-C6	5762 WARING RD; SWtree		100			1		1			Rmv Ash 20"; Oxy	R&R SW 4x25, Crp rmp Type A	AE
195	150000531721	07	1250-C7	6202, 6212 CAPRI DR; SIDEWALK RAMPED		120			50		2	1	1	Rmv Liq 11 @6202, RP @ 6212; Plnt Lager	R&R SW 4x30 50 sf Hrdscp	AE
196	150000549000	07	1250-C7	6062 LOMOND DR; SIDEWALK RAMPED		160					1			Rmv Ash 24"; Oxy	R&R 4x40	AE
197	150000564163	07	1250-C7	5670 GENOA DR; SWtree		80			40		1			Rmv Bris 12" Plnt Rhus	R&R SW 4x20 RMV 40 SF HRDSCP	AE
198	150000598794	07	1250-C7	6235 ROCKHURST DR; SWtree		100					1	1	1	RP Podo 8"	R&R 4x25 SW	AE
199	150000625532	07	1250-C7	6006 DEL CERRO BL @ Breton Way; SWtree		50								No Tree Work	R&R 5x10	AE
200	150000627067	07	1250-C7	6183 ROCKHURST DR; remove tree	5									No Tree Work	Shv 1 Loc	AE
201	500000057723	07	1250-D6	6246 DEL PASO AV; SWtree		68					1			Rmv Mela 19" No replacement	R&R SW 4.5x15	AE
202	150000518707	07	1250-G5	6922,6932 JACKSON DR; SWtree		180			50		2			Rmv 2 Ash 25"	SW 4.5x40, Rmv Hrdscp 50 SF	AE
203	500000068454	07	1250-H4	6648 RENKRIE AV; SW tree		120			40		1			Rmv Carrot 14" Plnt Rhus	R&R SW 4x30, 40 SF Hrdscp	AE
204	150000524015	07	1250-H5	8051 SAN CARLOS DR; SIDEWALK RAMPED		120					1	1	1	RP Pky tree 16"	R&R SW 4x30	AE
205	150000525045	07	1250-J5	8337 LAKE ARTEMUS AV; SW		175					1	1	1	RPAD; LiqAm 20"	SW 5x35	AE
206	500000054318	07	1250-J6	6301 LAKE ALTURAS AV; SIDEWALK RAMPED		60								No Tree Work	R&RSW 4x15	AE
207	500000076410	07	1250-J6	6220,28 ANVIL LAKE AV; SIDEWALK RAMPED		80		20			2			Rmv stump 10"; Plnt 2Rhus	R&R SW 4x20 CG 20	AE
208	New	07	1251-A5	8351 HUDSON DR;SIDEWALK RAMPED		40								No Tree Work	10X4 SW	
209	150000503808	07	1251-A5	6502 EAST LAKE on LK ASHMORE; SWtree	5									No Tree Work	Shv 1 Loc	AE
210	150000520636	07	1251-A5	6406 LAKE MERE CT; SWtree		120		1			1			Rmv Carotwd 15"; Plnt Rhus	R&R SW 4x30,1 CRB RMP TYPE A	AE
211	150000599640	07	1270-A1	5176 REMINGTON RD; SIDEWALK RAMPED		60					1	1	1	RP City Tree	R&R 4x15	AE
212	150000566086	07	1270-B2	5083 DEBBY DR; DWtree		120					1			Rmv Liq; Plnt Oxy	R&R SW 4x30	AE
213	500000065099	07	1270-C1	5589 MILL PEAK RD; SW		100	50				1	1	1	RP; Pepr 16"	R&R SW 5x20, DW 5x10	AE
214	500000096801	08	1289-E4	3146 IMPERIAL AV; SIDEWALK RAMPED		68					1	1	1	RP City Tree	R&R SW 4.5X15	AE
215	150000631393	08	1289-E4	3049, 35 WEBSTER AV; SWtree		175		36			3			Rmv 3Ficus; plnt 3MagStMarys	R&R SW 7x25,CG36	AE
216	150000613981	08	1289-H7	4252 ETA ST; SIDEWALK RAMPED		80					1	1	1	RP TREE(Prop Side)	R&R 4X20	AE
217	150000507704	08	1330-E6	544 DOOLITTLE AV; SW/tree		100					1			Rmv Ficus 24"; Plnt Rhus	R&R SW 8x25	AE
218	150000507166	08	1330-G7	4307 EL CEDRO CT; SWTREE		100	40							No Tree Work	DW 10x4, SW 4X25	AE
219	500000100754	08	1330-J6	5161 TOPSIDE LN; GRIND SIDEWALK	10						1	1	1	RP City Tree	Shv 2 Loc	AE
220	150000507724	08	1349-J1	1147 15TH ST; AC RAMPED S/W		75					1	1	1	RP Liq 14"	R&R SW 5X15	AE
221	150000508391	08	1350-B3	1672 PREDIO CT; SWTREE	5									No RP Ficus obstructed	ShvSW(1loc)	AE
222	150000507718	08	1350-C1	2745 CORONADO (S8) AV; SWtree		150					1	1	1	RP Carotwd 15"	R&R SW 6x25	AE
223	150000508386	08	1350-C2	1527, 1530 MONTEREY PINE A/f on xST; SW		250		1			1	1	1	RP Fic.26" (propside)	R&R SW 10x25, Crp Rmp Type A	AE
224	150000508384	08	1350-C2	MONTEREY PINE DR & TERRACE PINE; SWTREE		150		30	1		1	1	1	RP ficus 46"	R&R SW 5x30, 30 LF C&G, Crp Rmp Type A	AE
225	500000093218	08	1350-C2	TOCAYO AV & ORO VISTA RD;SWALK RAMPED		700					5	5	5	RP 5 City Trees as marked	700 SF SW	AE
226	150000508394	08	1350-D2	3173 PLANTEL WY (Acr/Fr); SWTREE		68					1	1	1	RP propside tree 12"	R&R SW 4.5X15	AE
227	150000508401	08	1350-E3	3414 CORTE LORO (a/f); SWTREE		120					3	3	3	RP 3 Ficus 11" 12" 12"	R&R SW 4x30	AE
228	150000508408	08	1350-E3	1819 VIA LAS TONADAS; SWTREE		100	40				1	1	1	RPAD Pkytree (multi) 32"	SW (4)x25, DW 4x10	AE
229	150000619493	08	1350-E3	1892 VIA DEL TANIDO on VISTA; SW RAMPED		100								Tree not in inventory	SW (4)x25	AE
230	150000569723	08	1350-F5	3833-59 CORAL SHORES CT; SWtree		150					2	2	2	RP 2 Pky trees 15" 14"	R&R SW 6x25	AE
231	150000507167	08	1350-G1	1192 RAMSON ST		80				1				Rmv Ficus 18"	R&R SW 4x20 Crmp C1	AE
232	500000059852	08	1350-G3	13005 Walking Path Pl @ Lower Ridge		150				1		1		Rmv Lqmb 18"; plnt oxy	R&R SW 5x30, 1 Crb Rmp	AE

233	150000581379	08	1350-G3	2220 FANTASY LN; SWtree		60							No Tree Work	R&R SW 4x15	AE
234	150000618131	08	1350-H1	1165 SURF CREST DR; SIDEWALK RAMPED	5					1	1	1	RP Tree	Shv 1 Loc	AE
235	150000642579	09	1269-F4	4244 WILSON AV; SIDEWALK RAMPED		150	63			1	1	1	RP Pky tree 9"	R&R SW 6x25, DW 9x7	AE
236	150000618150	09	1269-H4	4169 MEADE AV; SID		125	84			1			Rmv City Tree, Plnt Oxy	R&R SW 5x25, DW 12x7	AE

APPENDIX F
SAMPLE DOOR HANGER



PROJECT NAME

PROJECT NAME

The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

How your neighborhood may be impacted:

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in ____ and is anticipated to be complete in ____.

Hours and Days of Operation

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

How your neighborhood may be impacted:

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in ____ and is anticipated to be complete in ____.

Hours and Days of Operation

- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP



APPENDIX G
HAZARDOUS LABELS/FORMS

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -		
B	INCIDENT DATE	MO DAY YR	TIME OES NOTIFIED	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION		CITY / COMMUNITY	COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)			CAS Number
E	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>		CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
F	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED	
G	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
H	ACTIONS TAKEN			
I	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)			
J	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____			
K	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____			
L	<input type="checkbox"/> NOTKNOWN (explain) _____			
M	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS			
N	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)			
O	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.			
P	REPORTING FACILITY REPRESENTATIVE (print or type) _____			DATE: _____
Q	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.

**HAZARDOUS
WASTE**

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 _____

ADDRESS _____ P.O. BOX _____

CITY _____ STATE _____ ZIP _____

CONTAINER IDENTIFICATION NO. _____

WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____

CONTENTS, COMPOSITION _____

HAZARDOUS CLASSIFICATION _____

TECHNICAL NAME (S) _____

UNIFORM HAZARDOUS WASTE IDENTIFICATION NO. _____

PHYSICAL STATE: SOLID LIQUID GASEOUS FLAMMABLE TOXIC

CORROSIVE REACTIVE OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

APPENDIX H
SAMPLE OF PUBLIC NOTICES



PROJECT NAME

Trenching on your street is complete.

What you need to know:

- Pipe installation on your street is complete and construction crews are now installing new pipeline for this project at another location.
- You may see temporary trench plates or trench caps for some time –even after construction activities have concluded on your street.

Street resurfacing:

- Your Streets will be resurfaced once the entire pipeline project is complete.
- Concrete streets will not be resurfaced curb to curb; only the trench will be backfilled.
- Street resurfacing may be delayed due to the City's slurry seal moratorium.

Estimated resurfacing completion on your street:

(Insert Date-Month and Year)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

Visit: sandiego.gov/CIP



This information is available in alternative formats upon request.



ATTACHMENT F
INTENTIONALLY LEFT BLANK

CERTIFICATIONS AND FORMS

Instruction to Bidders, Section 1 - The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

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.

**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

The bidder, being first duly sworn, deposes and says that he or she is authorized by 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.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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;

This company 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.

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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;

This company 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.

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 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 § 22.3004.

AFFIDAVIT OF DISPOSAL

**(To be submitted upon completion of Construction pursuant to the
contracts Certificate of completion)**

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 1501

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-16-1381-DBB-3-A** SAP No. (WBS/IO/CC) **B-15152** 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

BID ITEMS

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY ***

TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY

SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	 	\$
2	1	LS	237310	7-10.2.6	Traffic Control	 	\$
3	1	AL	237310	9-3.5	Field Orders – Type II	 	\$30,000.00
4	1,000	SF	237310	300-1.4	Miscellaneous Hardscape, Remove and Replace with Topsoil	\$	\$
5	10	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$	\$
6	800	LF	237310	303-5.9	Type 'G' Curb and Gutter, Remove and Replace	\$	\$
7	2,000	SF	237310	303-5.9	Residential Concrete Driveway, Remove and Replace	\$	\$
8	28,000	SF	237310	303-5.9	Existing Sidewalk, Remove and Replace	\$	\$
9	220	LF	237310	303-5.9	Concrete Shaving	\$	\$
10	6	EA	237310	303-5.10.2	Curb Ramp Type C1 or C2 with Detectable Warning Tiles	\$	\$
11	11	EA	237310	303-5.10.2	Curb Ramp Type A or B with Detectable Warning Tiles	\$	\$
12	5	EA	237310	303-5.10.2	Curb Ramp Type D with Detectable Warning Tiles	\$	\$
13	90	EA	561730	308-7	Remove and Dispose (Small Tree; Less Than 24" Dia)	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
14	15	EA	561730	308-7	Remove and Dispose (Large Tree; Greater Than 24" Dia)	\$	\$	
15	100	EA	561730	308-7	Tree Planting	\$	\$	
16	165	EA	561730	308-7	Tree Trimming	\$	\$	
17	175	EA	561730	308-7	Root Pruning	\$	\$	
18	280	EA	561730	308-7	Root Barrier (15 FT Segments)	\$	\$	
19	10	EA	237310	303-5.9	Replace Damaged Water Meter Box (Box and Cover)	\$	\$	
20	1	LS	541330	701-13.8.4	Water Pollution Control Program Development	 	\$	
21	1	LS	237990	701-13.8.4	Water Pollution Control Program Implementation	 	\$	
ESTIMATED TOTAL BASE BID:							\$	

LIST OF SUBCONTRACTORS

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY ***
TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY
SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

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		
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.

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY ***
TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY
SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

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

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

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

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders
Guarantee of Good Faith (Bid Security) for further
instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING
ACTIONS**
- C. EQUAL BENEFITS ORDINANCE - CERTIFICATION
OF COMPLIANCE**

**Bids will not be accepted until ALL forms are submitted
as part of the bid submittal**

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: _____

Certified By _____ Title _____
Name

Signature Date _____

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

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

Name/Title of Signatory	Signature	Date
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FOR OFFICIAL CITY USE ONLY

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