

City of San Diego, solely in its capacity as the designated Successor Agency to the
Redevelopment Agency of the City of San Diego, a former public body, corporate
and politic, herein referred to as

Successor Agency

ORIGINAL

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

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

TELEPHONE NO.: 858-689-0058

FAX NO.: 858-689-1594

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

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

R.Sutherlin/BDoringo/Lad

CONTRACT DOCUMENTS



FOR

BETA STREET GREEN ALLEY

VOLUME 1 OF 2

BID NO.: L-16-6404-DBB-2
SAP NO. (WBS/IO/CC): 23426862
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 9
PROJECT TYPE: CC, ID, IJ

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

1:30 PM

AUGUST 4, 2015

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

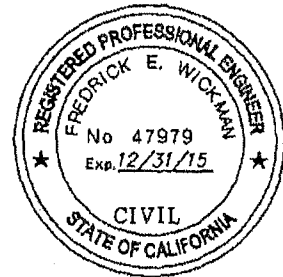
ENGINEER OF WORK

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

Frederick E. Wickman
1) Registered Engineer, Fredrick E. Wickman

4/29/15
Date

Seal:



The contractual content of the engineering Specifications and Special Provisions contained herein has been reviewed by the following Professional Engineer:

Robert C. Sutherland Jr.
2) Registered Project Engineer, Robert C. Sutherland Jr.

6/29/15
Date

Seal:



TABLE OF CONTENTS

DESCRIPTION	PAGE NUMBER
1. NOTICE INVITING BIDS	4
2. CONTRACT FORMS AGREEMENT:	
1. Contract Forms	18
3. CONTRACT FORMS ATTACHMENTS:	
1. Performance Bond and Labor and Materialmen's Bond	21
2. Drug-Free Workplace	23
3. American with Disabilities Act (ADA) Compliance Certification	24
4. Contractor Standards - Pledge of Compliance Certificate	25
5. Affidavit of Disposal Certificate	26
4. ATTACHMENTS:	
A. SCOPE OF WORK	28
B. INTENTIONALLY LEFT BLANK.....	30
C. EQUAL OPPORTUNITY CONTRACTING PROGRAM	31
D. INTENTIONALLY LEFT BLANK:	35
E. SUPPLEMENTARY SPECIAL PROVISIONS	36
SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES	57
1. Appendix A - Notice of Exemption	58
2. Appendix B - Fire Hydrant Meter Program	60
3. Appendix C - Materials Typically Accepted by Certificate of Compliance	74
4. Appendix D - Limited Geotechnical Evaluation, Proposed Stormwater Best Management Practices, Alley North of Beta Street, San Diego, California.....	76
5. Appendix E - Vicinity Map	113
6. Appendix F - Insurance Requirements	115
7. Appendix G - Sample of Public Notices	117
F. INTENTIONALLY LEFT BLANK.....	119

All references herein to City or Agency shall be deemed to refer to the Successor Agency where necessary to identify the agency in privity of contract for the performance of this project.

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work on Beta Street Green Alley (Project).
2. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
3. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
4. **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	11.7%
2. ELBE participation	21.7%
3. Total mandatory participation	33.4%
 - 4.2. The Bidders are strongly encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <http://www.sandiego.gov/eoc/>
 - 4.3. The Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions:
 - 4.3.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.

4.3.2. Bidder's submission of Good Faith Effort documentation, 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.

5. PRE-BID MEETING:

5.1. 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 A.M., on July 16, 2015.**

5.2. All potential bidders are encouraged to attend.

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

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

6.2. The Successor Agency 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 Successor Agency reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

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

8. **PREVAILING WAGE RATES:** 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.

8.1. **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.

8.1.1. 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.

8.1.2. 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.

8.2. 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.

8.3. 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.

8.3.1. 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.

- 8.4. 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.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.”
- 8.8. 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.
- 8.9. 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.
- 8.9.1.** 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.

9. INSURANCE REQUIREMENTS:

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

10. PREQUALIFICATION OF CONTRACTORS:

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

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

- 10.2. The completed application must be submitted online to the Public Works Contracts, Prequalification Program 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.
- 10.3. 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™.

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

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

Title	Edition	Document Number
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

12. **CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
13. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
14. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
16. **AWARD PROCESS:**
 - 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
 - 16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
 - 16.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the Successor Agency.
17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

- 18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- 19. SUBMISSION OF QUESTIONS:**
- 19.1.** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:
- Public Works 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.
- 19.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 19.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 19.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- 20. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 21. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
- 22. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

- 22.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 22.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 22.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 22.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

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

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.
- 23.4. A Bid received without the specified bid security may be rejected as **non-responsive**.

24. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 24.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 24.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 24.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 24.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days,

excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

- 24.5. A 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.
- 24.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 24.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 24.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

25. BID RESULTS:

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

26. THE CONTRACT:

- 26.1. The Bidder to whom award is made shall execute a written contract with the Successor Agency and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 26.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

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

- 28.6. The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 28.7. The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.

29. PRE-AWARD ACTIVITIES:

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

30. REDEVELOPMENT-FUNDED PROJECTS: This contract is funded with monies presently available or anticipated to become available, to the Successor Agency and may become subject to termination or suspension for loss of project funds. See 6-5.9, “Successor’s Agency Right to Terminate or Suspend for Loss of Project Funds” for more details.

31. REQUIRED DOCUMENT SCHEDULE:

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

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace

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

CONTRACT FORMS
AGREEMENT

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, SOLELY IN ITS CAPACITY AS THE DESIGNATED SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, A FORMER PUBLIC BODY, CORPORATE AND POLITICAL, herein called "Successor Agency", and **Tri-Group Construction and Development, Inc.**, herein called "Contractor" for construction of **Beta Street Green Alley**; Bid No. **L-16-6404-DBB-2**; in the amount of **Three Hundred Fifteen Thousand One Hundred Sixty-Five Dollars and 00/100 (\$315,165.00)**, which is comprised of the Base Bid.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings set forth herein, the parties hereto agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Beta Street Green Alley**, on file in the office of the Public Works Department as Document No. **23426862**, 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 **Beta Street Green Alley**, Bid Number **L-16-6404-DBB-2**, San Diego, California.
3. For such performances, the Successor Agency 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 Successor Agency 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 designee of the Successor Agency signs the agreement.

CONTRACT FORMS (continued)


IN WITNESS WHEREOF, this Agreement is signed by the Successor Agency, acting by and through its Mayor or designee, pursuant to Municipal Code 22.3102 authorizing such execution.

**THE CITY OF SAN DIEGO SOLELY IN ITS
CAPACITY AS THE DESIGNATED
SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE
CITY OF SAN DIEGO, A FORMER PUBLIC
BODY, CORPORATE AND POLITIC**

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By 

By 
David Graham
Deputy Chief Operating Officer
Mayor's Office

Print Name: Nathan Siegers

Deputy City Attorney

Date: 10-5-15

Date: 10-15-15

CONTRACTOR

By 

HANI ASSI

Print Name: _____

Title: SECRETARY OF CORPORATION

Date: 09-15-2015

City of San Diego License No.: 2003004679

State Contractor's License No.: 792159

**CONTRACT FORMS
ATTACHMENTS**

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Tri-Group Construction and Development, Inc., _____, a corporation, as principal, and **NORTH AMERICAN SPECIALTY INSURANCE COMPANY** _____, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego acting as the Successor Agency of the Redevelopment Agency of the City of San Diego in the sum of **Three Hundred Fifteen Thousand One Hundred Sixty-Five Dollars and 00/100 (\$315,165.00)**, for the faithful performance of the annexed contract, and in the sum of **Three Hundred Fifteen Thousand One Hundred Sixty-Five Dollars and 00/100 (\$315,165.00)**, for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Beta Street Green Alley**, Bid Number **L-16-6404-DBB-2**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

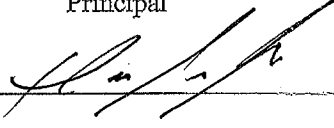
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated SEPTEMBER 18, 2015

Approved as to Form

TRI-GROUP
CONSTRUCTION AND DEVELOPMENT, INC.

Principal

By 

HANI ASSI, SECRETARY

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

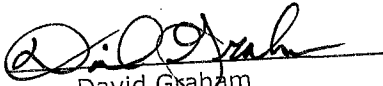
NORTH AMERICAN
SPECIALTY INSURANCE COMPANY

Surety

By 

MARK D. IATAROLA, Attorney-in-fact

Approved:

By: 
David Graham
Deputy Chief Operating Officer
Mayor's Office

6 HUTTON CENTRE DRIVE, SUITE 850

Local Address of Surety

SANTA ANA, CA 92707

Local Address (City, State) of Surety

714/550-7799

Local Telephone No. of Surety

PREMIUM IS FOR CONTRACT TERM Premium \$ 3,631.00
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Bond No. 2200139

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.

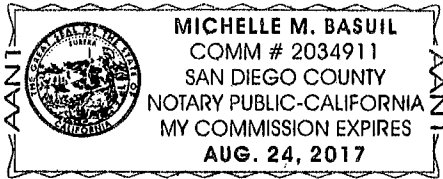
State of California)
County of SAN DIEGO)

On 9/18/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Michelle M. Basuil*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though 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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA
 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: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

and MARK D. IATAROLA

JOINTLY OR SEVERALLY

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

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

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

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

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



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



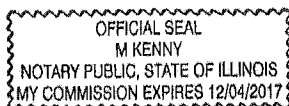
By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of September, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 17th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of SEPTEMBER, 2015.

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Beta Street Green Alley

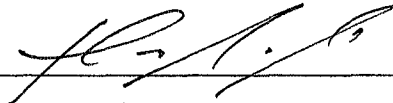
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

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

(Name under which business is conducted)

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

Signed _____



HANI ASSI

Printed Name _____

Title _____

SECRETARY OF CORPORATION

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Beta Street Green Alley

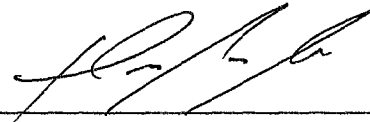
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

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

(Name under which business is conducted)

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

Signed



HANI ASSI

Printed Name

Title

SECRETARY OF CORPORATION

CONTRACTOR CERTIFICATION

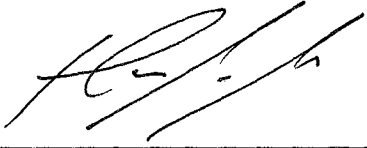
CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Beta Street Green Alley

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

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

Dated this 15th Day of SEPT., 2015.

Signed  _____

Printed Name HANI ASSI

Title SECRETARY OF CORPORATION

AFFIDAVIT OF DISPOSAL

WHEREAS, on the _____ DAY OF _____, the undersigned entered into and executed a contract with the Successor Agency, for:

Beta Street Green Alley

(Name of Project)

as particularly described in said contract and identified as Bid No. **L-16-6404-DBB-2**, SAP No. (WBS/IO/CC) **23426862**; 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 Successor Agency 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 _____, _____.

by _____ Contractor

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** This project will construct approximately 700 feet of concrete alley from 38th Street to 39th Street, just north of Beta Street. Improvements will include curb and gutter, sidewalks, as well as bio-retention and infiltration trenches for water quality. The alley is designed with both solid and permeable PCC surfaces. The bio-retention swales will include a perforated under drain with appropriate beddings, fabrics, and liners to protect against sedimentation.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **37908-01-D** through **37908-07-D**, inclusive.
2. **CONSTRUCTION COST:** The Successor Agency's estimated construction cost for this contract is **\$329,000**.
3. **LOCATION OF WORK:** The location of the Work is as follows:

Beginning at the intersection of Beta Street and 39th Street, one block north, and then proceeding west to 38th Street, San Diego, CA
4. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period shall be **44 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 Successor Agency has determined the following licensing classification for this contract:
 - CLASS A

ATTACHMENT B
INTENTIONALLY LEFT BLANK

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM 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
INTENTIONALLY LEFT BLANK

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

ADD the following:

Civic San Diego: Administrator of the Project.

Owner: Successor Agency.

Successor Agency: The City of San Diego, solely in its capacity as the designated Successor Agency to the Redevelopment Agency of the City of San Diego, a former public body, corporate and politic.

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.

2-5.3.1 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>

- 8. Prior to submission, the Contractor shall carefully review and coordinate all aspects of each item being submitted and ensure each item in submittal conforms to the requirements of Contract Documents. The Contractor shall sign and date a statement indicating that they have reviewed the submittal and that the information is complete and complies with the requirements of the project documents.
- 9. Work requiring submittals will not be allowed to commence prior to acceptance of all submittals related to that work.
- 10. Delays caused by tardiness in making submittals or resubmittals will not be acceptable basis for extension of Contract completion time.
- 11. Revise and resubmit submittals as required. Identify all changes made since previous submittal. Resubmittals are subject to the same terms and conditions as the original submittal. Resubmittal and Consultant's review time required will not constitute adequate reason for an extension of the time required to complete the Work. Contractor shall pay for Consultant's review time in excess of one submittal review for the same item
- 12. Submittal review shall not relieve Contractor from responsibility for errors or deviations from requirements of Contract Documents. Acceptance of submittals with deviations shall not relieve Contractor from responsibility for additional costs of changes required to accommodate such deviations, as described in Section 7, "Responsibilities of the Contractor".

2-7

SUBSURFACE DATA. ADD the following:

- 4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
 - 1. Limited Geotechnical Evaluation, Proposed Stormwater Best Management Practices, Alley North of Beta Street, San Diego, California, dated May 5, 2010 by Ninyo & Moore and Associates.

5. The report listed above is included as Appendix C.

2-9.2 Survey Service. DELETE in its entirety and SUBSTITUTE the following:

The Contractor is responsible for any survey services required to complete the work. If re-staking is required due to Contractor's work, the cost for said surveying shall be paid for by the Contractor. Payment for survey services outside those specified herein shall be included in the Bid items of work and no additional compensation shall be allowed therefore.

2-10 AUTHORITY OF BOARD AND ENGINEER. ADD the following:

The Resident Engineer is the representative of the Successor Agency authorized to advise the Agency on construction matters related to the Contract. The Agency has delegated his authority to the Resident Engineer to make initial decisions regarding questions, which may arise as to the quality or acceptability of materials furnished and Work performed, as to the manner of performance, and rate of progress of the Work under the Contract. The Resident Engineer interprets the Contract Documents and makes initial decisions with respect to the Contractor's fulfillment of the Contract obligations and the Contractor's entitlement to compensation. The Contractor shall look initially to the Resident Engineer in matters relating to the Contract.

ADD:

2-18 REJECTED WORK. The Agency may reject all work that is not done in accordance with the Contract. All work that has been rejected shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal, replacement or remedial work.

Any work done beyond the boundaries established by the Agency or any work as hereinafter specified which is done without proper permits, inspection and testing, will be considered as unauthorized work and will be rejected. Upon order of the Agency, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with an order, the Agency may cause rejected or unauthorized work to be remedied, removed, or replaced, and deduct the costs from any monies due or to become due to the Contractor.

SECTION 4 - CONTROL OF MATERIALS

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

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

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

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** on the City’s Product Submittal Form available at.

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-5.9 City’s Right to Terminate or Suspend for Loss of Project Funds. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Parties acknowledge that the sole anticipated funding source for payments owed under the Contract will be redevelopment funds presently available, or anticipated to become available, to the Successor Agency. The Parties further acknowledge that the City’s general fund and general assets shall not be exposed to any liability or claim whatsoever under the Contract. The Successor Agency may terminate or suspend the Contract at its sole discretion if the State of California or its agents deny or delay, in whole or in part, the expenditure of redevelopment funds that are anticipated to be used to fund this Project. A seven-member Oversight Board and the State Department of Finance must approve the Successor Agency’s expenditure of redevelopment funds for this Project through a payment structure that is re-evaluated every six months through successive versions of the Recognized Obligation Payment Schedule. If the Successor Agency chooses to suspend the Contract due to the unavailability of redevelopment funds, that suspension will last until the redevelopment funds become available or until alternative funds are identified and approved by the City Council, or Mayor, whichever is appropriate, to be used to complete the Project. If the Successor Agency elects under this provision to terminate the Contract, then neither Party is entitled to compensation from the other Party for any costs, losses or damages arising from such termination. The Successor Agency may also elect to terminate the Contract after invoking a suspension under this provision.

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.

7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force and effect, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate.
2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

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.

7-10.2.2.3 Engineered Traffic Control Plans Provided by the Contractor. To the City Supplement, ADD the following:

Engineered “D” size TCP are required for the following areas:

1. At Beta Street and 39th Street intersection
2. At 38th Street and Alleyway intersection

7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5’-3” trench width to read 1 ¼”.

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 the Contractor 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 the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. The Contractor will perform the community outreach activities required throughout the Contract Time. The Contractor shall assign a staff member who will perform the required community outreach services.
3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project.

Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDSShare site:

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

4. The Contractor shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:
 - a) The contact information for the Contractor is made available on any outreach materials or;
 - b) The Contractor 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 SDSShare 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 on to the City's SDSShare site as individually 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 the Contractor's 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: The Contractor shall use Blanks/USA brand, Item Number DHJ5B6WH, 1 ¼" Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: The Contractor 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. The Contractor shall provide updates on construction impacts to the Resident Engineer. The Contractor 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. The Contractor 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, the Contractor shall attend and participate in project briefings at community meetings.
5. The Contractor 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), the Contractor 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, the Contractor 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 its 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 Contractor 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 SDSShare 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) **as specified** 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.

7-20 ELECTRONIC COMMUNICATION. ADD the following:

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

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

SECTION 203 – BITUMINOUS MATERIALS

203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16
203-15.1	General	203-16.1
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

SECTION 207 – PIPE

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

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

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

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

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

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

ADD:

212-3.2.2.3 Trench Marker Tape. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) Trench marker tape shall be 6” wide and consist of a minimum 5.0 mil, five-ply 100% virgin polyethylene which is acid, alkaline and corrosion resistant. Elongation properties and tensile strength of not less than 7,800 psi shall be in accordance with ASTM D882-80A. The trench marker tape for water lines shall have a minimum 20 gauge solid aluminum foil core, adhered to a 2.55 mil polyethylene backing.
- b) Tape color and legend shall be placed beneath the top protective layer subject to the following:

1. Blue with “Caution Potable Water Line Buried Below” for Water mainlines and over pipe sleeves.
2. Purple with “Caution Recycled/Reclaimed Water Line Buried Below” for recycled water irrigation mainlines.
3. Red with “Caution Electric Line Buried Below” for electrical lines servicing the irrigation system, including, but not limited to, 110/220v power to irrigation controllers and pumps, communication cables and irrigation direct burial control wires to remote control valves.
4. Green with “Caution Sewer Line Buried Below” for Sewer mainlines and over pipe sleeves.

SECTION 300 – EARTHWORK

300-1.4 Payment. To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

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

SECTION 302 – ROADWAY SURFACING

302-3 PREPARATORY REPAIR WORK. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 PREPARATORY REPAIR WORK.

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2” for Residential streets, and a minimum depth of 3” for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2” for residential streets, and a minimum of 3” for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.

4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base."
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.

- d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
9. Base repairs shall not exceed 20% RAP in content.

302-3.2 Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing

improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.

2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

302-5.1.1 Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.

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

302-5.2.1 Measurement and Payment. To the City Supplement, item c), ADD the following:
Imported Subgrade material shall be paid per bid item "Imported Backfill".

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

SECTION 705 – WATER DISCHARGES

- 705-2.6.1 **General. Paragraph (3), CORRECT reference to Section 803 to read “Section 703.”**
- 705-2.6.3 **Community Health and Safety Plan.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- 705-2.6.3 **Community Health and Safety Plan.** See 703-2, “Community Health and Safety Plan.”

SECTION 707 – RESOURCE DISCOVERIES

ADD:

- 707-1.1 **Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a NOTICE OF EXEMPTION for Beta Street and 37th Street Green Alley, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix A.

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
Notice of Exemption

NOTICE OF EXEMPTION

(Check one or both)

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

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

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

PROJECT NO.: WBS- B-11057.02.06 PROJECT TITLE: BETA STREET AND 37TH STREET GREEN ALLEY
PROJECT LOCATION-SPECIFIC: The project site is located in an unpaved alley, north of Beta Street and west of 38th Street, in the Southeastern San Diego Community Planning area.
PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: - BETA STREET AND 37TH STREET GREEN ALLEY -The project proposes to install approximately 1,300 linear feet of porous concrete within the public right-of-way in an unpaved alley, north of Beta Street. Also, proposed is the installation of associated storm drain and catch basin insert improvements for storm water purposes. Minimal surface grading is proposed.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Clark Ritter
Public Works/Engineering and Capital Projects Department
600 B Street, San Diego, CA 92101
Phone: 619-533-4601.

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
() DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
() EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
(X) CATEGORICAL EXEMPTION: 15303- New Construction or Conversion of Small Structures.
() STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The project is limited to installation of porous concrete and associated storm water features within an existing unpaved alley. This action does not involve an expansion of use and will not result in any impacts to sensitive biological or archaeological resources. Furthermore, the project meets the criteria set forth in CEQA Section 15303 which allows for new construction of new small facilities including utility extensions and street improvements; and where the exception listed in CEQA Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: Jean Cameron

TELEPHONE: (619) 446-5379

IF FILED BY APPLICANT:

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

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

[Signature]
JEAN CAMERON/SENIOR PLANNER

3/2/12
DATE

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B
Fire Hydrant Meter Program

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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

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

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

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

**Limited Geotechnical Evaluation, Proposed Stormwater Best Management Practices, Alley
North of Beta Street, San Diego, California**

**LIMITED GEOTECHNICAL EVALUATION
PROPOSED STORMWATER
BEST MANAGEMENT PRACTICES
ALLEY NORTH OF BETA STREET
SAN DIEGO, CALIFORNIA**

PREPARED FOR:

City of San Diego Storm Water Department
Storm Water Pollution Prevention Division
9370 Chesapeake Drive, Suite 100, MS 1900
San Diego, California 92123

PREPARED BY:

Ninyo & Moore
Geotechnical and Environmental Sciences Consultants
5710 Ruffin Road
San Diego, California 92123

May 5, 2010
(Revised May 19, 2010)
Project No. 106801001

May 5, 2010
(Revised May 19, 2010)
Project No. 106801001

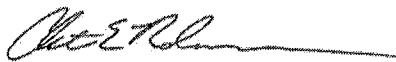
c/o Mr. Anthony Cotts at Weston Solutions
City of San Diego Water Department
Storm Water Pollution Prevention Division
9370 Chesapeake Drive, Suite 100, MS 1900
San Diego, California 92123

Subject: Limited Geotechnical Evaluation
Proposed Stormwater Best Management Practices
Alley North of Beta Street
San Diego, California

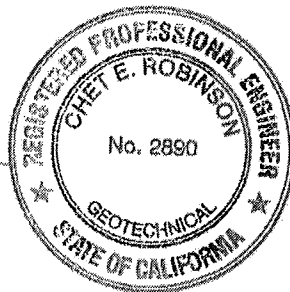
Dear Mr. Cotts:

In accordance with your request and authorization, we have performed a limited geotechnical evaluation for the proposed Best Management Practices (BMPs) along the alley north of Beta Street in San Diego, California. This report presents our geotechnical findings, conclusions, and recommendations regarding the proposed project. We appreciate the opportunity to be of service on this project.

Sincerely,
NINYO & MOORE



Chet E. Robinson, P.E., G.E.
Project Engineer



Christina Tretinjak, P.G.
Project Geologist



Jonathan Goodmacher, C.E.G.
Manager/Principal Geologist

CER/CAT/JG/gg

Distribution: (2) Addressee

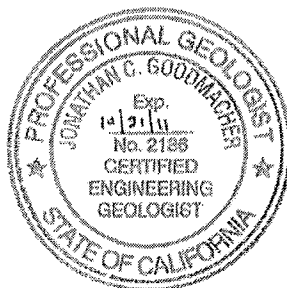


TABLE OF CONTENTS

	<u>Page</u>
1. INTRODUCTION	1
2. SCOPE OF SERVICES	1
3. SITE AND PROJECT DESCRIPTION	2
4. SUBSURFACE EVALUATION AND LABORATORY TESTING.....	2
5. SITE GEOLOGIC CONDITIONS	3
5.1. Fill.....	3
5.2. Alluvium	3
6. GROUNDWATER	3
7. INFILTRATION TESTING.....	4
8. CONCLUSIONS	4
9. RECOMMENDATIONS.....	5
9.1. Site Preparation.....	5
9.2. Excavation Characteristics.....	5
9.3. Earthwork Preparation	6
9.4. Materials for Fill	6
9.5. Compacted Fill.....	7
9.6. Site Drainage	7
9.7. Corrosion	7
9.8. Concrete.....	8
9.9. Preliminary Pavement Design	8
9.10. Pre-Construction Conference.....	9
9.11. Plan Review and Construction Observation	10
10. LIMITATIONS.....	10
11. REFERENCES	12

Table

Table 1 – Infiltration Test Results Summary	4
---	---

Figures

- Figure 1 – Site Location Map
- Figure 2 – Field Exploration Location Map

Appendices

- Appendix A – Boring Logs
- Appendix B – Laboratory Testing
- Appendix C – Field Infiltration Test Data

1. INTRODUCTION

In accordance with your request, Ninyo & Moore has performed a limited geotechnical evaluation for proposed Best Management Practices (BMPs) along the alley north of Beta Street between 36th and 38th Streets in San Diego, California. The purpose of this study was to evaluate the geotechnical conditions relative to the on-site disposal of storm water runoff. We understand that the project may include installation of BMPs to infiltrate stormwater at the ground surface or the installation of filtration BMPs beneath porous pavements. This report presents our findings, conclusions, and recommendations regarding geotechnical aspects of this project.

2. SCOPE OF SERVICES

Our scope of services included the following:

- Reviewing background information including available geologic and topographic maps, consultant reports, and stereoscopic aerial photographs.
- Performing a geologic reconnaissance to observe site conditions and to locate and mark proposed subsurface explorations.
- Obtaining utility clearance of the subsurface exploration locations through Underground Service Alert (USA) and a private utility locator.
- Obtaining encroachment permits and traffic control through the City of San Diego.
- Obtaining required boring permits through the County of San Diego Department of Environmental Health (DEH).
- Performing a subsurface evaluation consisting of the excavating, logging, and sampling of eight exploratory borings for purposes of evaluating subsurface conditions. Six borings were converted for use in infiltration testing. Bulk soil samples were obtained at selected intervals from the borings and returned to our in-house geotechnical laboratory for analysis.
- Performing geotechnical laboratory testing on selected soil samples.
- Performing infiltration testing at six locations. Testing was performed at depths of approximately three feet below ground surface.
- Preparing this report presenting our findings, conclusions, and recommendations relative to the geotechnical aspects of this project.

3. SITE AND PROJECT DESCRIPTION

The project site consists of an unpaved alley located north of Beta Street that extends from 36th to 38th Streets (Figure 1). The project is in an area of single-family residences. Bounding the project site are residences to the south and a park along Chollas Creek to the north. South Chollas Creek Channel runs along the northern side of the alleyway and drains water toward the Chollas Creek and eventually to the San Diego Bay. The elevation of the project site is approximately 13 feet above mean sea level (MSL). An existing sewer line runs along the alley. The sewer line is approximately 10 to 12 feet below the ground surface. Additional utilities crossing the alley include water, gas, and storm drain lines.

The proposed BMPs are for the alley north of Beta Street between 36th and 38th Streets. We understand the proposed BMPs will be designed to collect stormwater and allow it to infiltrate into the ground. A conceptual sketch of the proposed BMPs were provided to us by Weston Solutions, Inc. The sketch indicates that the BMPs may include concrete pavements sloped toward porous pavements underlain by an 18-inch drainage course to store or transport the water. The drainage course will allow the water to infiltrate into the existing ground, or it may convey the water to controlled outlets or infiltration basins.

4. SUBSURFACE EVALUATION AND LABORATORY TESTING

Our subsurface explorations were conducted on April 21 and 22, 2010, and consisted of the manual excavation, logging, and sampling of eight, small-diameter soil borings. Two borings (B-1 and B-2) were advanced to depths of approximately 10 to 12.5 feet below the existing ground surface. Six borings (PT-1 through PT-6) were advanced to approximately 3 feet below the existing ground surface. PT-1 through PT-6 were converted for use as infiltration tests. The purpose of the borings was to observe the subsurface materials, allow for the performance of infiltration tests, and collect bulk and relatively undisturbed soil samples for geotechnical laboratory testing. The approximate locations of these borings are shown on Figure 2. Logs of borings are presented in Appendix A.

Geotechnical laboratory testing of representative soil samples obtained during our subsurface exploration included in-situ moisture content, gradation analysis, soil corrosivity tests, and R-value. The results of the in-situ moisture content tests are shown at the corresponding sample depth on the boring logs in Appendix A. The results of the other geotechnical laboratory testing are presented in Appendix B.

5. SITE GEOLOGIC CONDITIONS

Geologic units encountered during our subsurface evaluation at the site consisted of fill and Young Alluvium (hereafter alluvium). Generalized descriptions of the earth units encountered are provided in the subsequent sections. Additional descriptions are provided on the boring logs in Appendix A.

5.1. Fill

Fill was encountered to depths up to approximately 9 feet. As encountered, the fill generally consisted of brown or dark brown, damp to saturated, loose to medium dense, silty sand with varying amounts of gravel.

5.2. Alluvium

Alluvial deposits were encountered in borings B-1, B-2, and PT-1, underlying the fill. As encountered, the alluvium generally consisted of brown, damp to saturated, medium dense, silty sand.

6. GROUNDWATER

Groundwater was encountered in borings B-1 and B-2 at depths of 7 and 11 feet, respectively. This corresponds to elevations of 2 and 6 feet above MSL. These elevations are consistent with reported monitoring well data in the area (Geotracker, 2010). Fluctuations in the groundwater level may occur due to subsurface geologic conditions and structure, rainfall, irrigation, and other factors.

7. INFILTRATION TESTING

As a means of evaluating the infiltration characteristics of near surface materials, infiltration testing was performed on April 22, 2010 at boring locations PT-1 through PT-6 (Figure 2). The procedure used was in general accordance with San Diego County DEH guidelines (DEH, 2008). Free-draining, pea gravel was placed in the bottom of the borings. Varying lengths of 2-inch diameter slotted casing was installed in an upright position and the annulus between pipe and boring sidewalls was backfilled with additional gravel to mitigate the potential for caving. Pre-soaking was performed by filling each boring with approximately 12 inches of clean water. This water level was maintained for four hours and was allowed to drop overnight.

Field infiltration testing was conducted the following day. Appendix C contains the field infiltration data. The adjusted infiltration rates are summarized in the table below.

Table 1 – Infiltration Test Results Summary

Infiltration Test	Depth below ground surface (feet)	Designation	Adjusted Infiltration Rate (MPI)
PT-1	2.9	Silty Sand (Fill over Alluvium)	39
PT-2	3.2	Silty Sand (Fill)	>120
PT-3	3.0	Silty Sand (Fill)	>120
PT-4	2.9	Silty Sand (Fill)	DNI
PT-5	3.1	Silty Sand (Fill)	DNI
PT-6	2.9	Silty Sand (Fill)	16
Notes: MPI = Minutes per inch DNI = Did not infiltrate			

8. CONCLUSIONS

The purpose of our limited geotechnical evaluation was to provide an evaluation of the site with regard to the geotechnical aspects of the proposed BMPs. Based on the results of our limited geotechnical evaluation, it is our opinion that onsite soils exhibit poor infiltration characteristics. Alternative storm water BMPs may need to be evaluated. Our findings and conclusions pertaining to the geotechnical aspects of the site are presented below.

- The site is generally underlain by shallow fills and alluvium. Although variation should be expected, the tested soils generally exhibited poor infiltration characteristics. In four cases of the six cases, very little infiltration was observed.
- Groundwater was encountered in our excavations to a depth of 7 feet. The presence of groundwater should be considered in the design of the BMPs.
- Temporary excavations into the loose surface soils may not be stable. Some surficial sloughing may occur.
- Based on Caltrans criteria, the project site would be classified as corrosive.

9. RECOMMENDATIONS

Based on our understanding of the project, the following recommendations are provided for the design and construction of the proposed BMPs. The proposed site improvements should be constructed in accordance with the requirements of the applicable governing agencies by qualified contractors.

9.1. Site Preparation

Site preparation should begin with the removal of vegetation, utility lines, asphalt concrete, concrete, and other deleterious debris from specific project areas. Clearing and grubbing should extend outside of the proposed excavation and fill areas when reasonable. The debris and unsuitable material generated during clearing and grubbing should be removed from the project area and disposed of at a legal dumpsite away from the project area.

9.2. Excavation Characteristics

We anticipate that excavation within the fill and alluvium may be accomplished with heavy-duty grading equipment in good operating condition. Temporary slopes above the water table should be stable at inclinations of 1.5:1 (horizontal to vertical) or flatter for Type C soils (fill and alluvium) up to a depth of about 5 feet below the existing grade. Some surficial sloughing may occur, and temporary slopes should be evaluated in the field by a competent person in accordance with Occupational Safety and Healthy Administration (OSHA) criteria.

Excavations close to or below groundwater (before or after dewatering) are likely to encounter wet and loose or soft ground conditions. Wet soils may be subject to pumping under heavy equipment loads.

9.3. Earthwork Preparation

Prior to placement of compacted fill, pavements, curb and gutter work, or concrete flatwork, the contractor should request an evaluation of the exposed ground surface by Ninyo & Moore. Unless otherwise recommended, the exposed ground surface should then be scarified to a depth of approximately 8 inches and moisture conditioned to near the optimum moisture content. The scarified materials should then be compacted to 90 percent of their Proctor density as evaluated by American Society for Testing and Materials (ASTM) D 1557. When located within 12 inches of the pavement subgrade, the scarified materials should be compacted to 95 percent of their Proctor density. The evaluation of compaction by Ninyo & Moore should not be considered to preclude any requirements for observation or approval by governing agencies. It is the contractor's responsibility to notify Ninyo & Moore and the appropriate governing agency when project areas are ready for observation, and to provide reasonable time for that review.

9.4. Materials for Fill

On-site soils generally free from organic material are suitable for reuse as fill material. In general, fill material other than rock mulch should not contain rocks or lumps over approximately 4 inches, and not more than approximately 30 percent larger than ¾-inch. Larger chunks, if generated during excavation, may be broken into acceptably sized pieces or disposed of offsite. Imported fill material, if needed for the project, should generally be granular soils with a very low to low expansion potential (i.e., an expansion index [EI] of 50 or less as evaluated in accordance with ASTM D 4829). Import material should also be non-corrosive in accordance with the Caltrans (2003) corrosion guidelines. Materials for use as fill should be evaluated by Ninyo & Moore's representative prior to filling or importing.

Fill material consisting of a drainage course may be needed to backfill excavations where infiltration is designed. Materials used for the drainage course (or for run off storage) should be open-graded rock. The drainage course rock should be wrapped with a continuous, overlapping layer of non-woven filter fabric such as Mirafi 140 NC or approved equivalent to reduce fines migration from surrounding soils and clogging of the drainage rock.

9.5. Compacted Fill

Compacted fill should be placed in horizontal lifts of approximately 8 inches in loose thickness. Prior to compaction, each lift should be moisture conditioned to near the optimum, mixed, and then compacted by mechanical methods, using sheepsfoot rollers or other appropriate compacting rollers, to 90 percent of its Proctor density as evaluated by ASTM D 1557. Materials within the upper 12 inches of pavement subgrades should be compacted to 95 percent of their Proctor density.

9.6. Site Drainage

Positive drainage should be provided to convey water into designated inlets or pervious areas. Positive drainage is considered as a slope of 2 percent or more for a distance of 5 feet or more. Generally, surface water should not be permitted to pond adjacent to existing structures. If curbs are to be constructed to reduce the impact of infiltration on adjacent pavement sections, the depths of the concrete curbs should extend approximately 12 inches below the pavement subgrade elevation, or as evaluated by the geotechnical representative during excavations.

9.7. Corrosion

Laboratory testing was performed on a representative sample of the on-site soils to evaluate pH and electrical resistivity, as well as chloride and sulfate contents. The pH and electrical resistivity tests were performed in accordance with California Test (CT) 643 and the sulfate and chloride content tests were performed in accordance with CT 417 and 422, respectively.

The results of the corrosivity testing indicated an electrical resistivity of 520 ohm-cm, a soil pH of 6.7, a chloride content of 610 parts per million (ppm), and a sulfate content of 0.112 percent (i.e., 1120 ppm). Based on the Caltrans (2003) criteria, the project site would be classified as corrosive, which is defined as a site having soils with more than 500 ppm of chlorides, more than 0.2 percent sulfates or a pH less than 5.5.

9.8. Concrete

Concrete in contact with soil or water that contains high concentrations of soluble sulfates can be subject to chemical deterioration. Laboratory testing indicated a sulfate content of 0.112 percent for the tested sample. Based on the American Concrete Institute (ACI) criteria (2005), the potential for sulfate attack is moderate for water-soluble sulfate contents in soils ranging from about 0.10 to 0.2 percent by weight (1,000 to 2,000 ppm) and Type II cement with a water-cement ratio no higher than 0.5 by weight for normal weight aggregate concrete and a 28-day compressive strength of 4,000 psi or more should be used for concrete construction. However, due to the potential variability of site soils, consideration should be given to using Type V cement and concrete with a water-cement ratio no higher than 0.45 by weight for normal weight aggregate concrete and a 28-day compressive strength of 4,500 psi or more for the project.

9.9. Preliminary Pavement Design

We understand that concrete and pervious concrete pavements are being considered for the alley. For planning purposes, we are providing a preliminary pavement designs. Laboratory testing was performed on a representative sample of the on-site soils to evaluate R-value in general accordance with CT 301 and the result is presented in Appendix B. The test result indicates an R-value of 56 for the sample tested. Due to the variability of the onsite materials, we have used a value of 50 for the preliminary design of flexible pavements at the project site. Actual pavement recommendations should be based on R-value tests performed on bulk samples of the soils that are exposed at the finished subgrade elevations in the areas to be paved once grading operations have been performed.

For design we have used Traffic Index (TI) of 5.0 for site pavements. We recommend that the preliminary design of Portland cement concrete (PCC) pavement consist of 6-inch thick concrete underlain by the compacted subgrade consisting of the on-site soils or approved import. The concrete should be designed with a flexural strength of 600 pounds per square inch and be jointed approximately 20 feet on center each way. The upper 12 inches of the subgrade should be compacted to 95 percent of their Proctor density as evaluated by ASTM D 1557. If traffic loads are different from those assumed, the pavement design should be re-evaluated. Actual pavement recommendations should be based on R-value tests performed on bulk samples of the soils that are exposed at the finished subgrade elevations in the areas to be paved once grading operations have been performed.

For preliminary design of permeable concrete sections, we recommend a permeable concrete pavement thickness of 6 inches. The permeable concrete should be designed with a compressive strength of 2,000 pounds per square inch. Density and void content should be specified by the project civil engineer. The conceptual designs provided to us indicate that the pavements will be underlain by an 18-inch drainage course over the compacted subgrade consisting of the on-site soils or an approved import. The drainage course should be separated from the underlying subgrade by a non-woven filter fabric such as Mirafi 140N or equivalent. The thickness of the gravel should be based on hydrologic needs. Permeable pavement is not recommended in heavy traffic areas or immediately adjacent to landscaped areas. Site specific recommendations can be provided once detailed plans have been developed.

9.10. Pre-Construction Conference

We recommend that a pre-construction conference be held prior to commencement of grading. The project owner and/or their representative, the governing agencies' representatives, the architect, the civil engineer, Ninyo & Moore, and the contractor should be in attendance to discuss the work plan and project schedule.

9.11. Plan Review and Construction Observation

The conclusions and recommendations presented in this report are based on analysis of observed conditions in widely spaced exploratory borings. If conditions are found to vary from those described in this report, Ninyo & Moore should be notified, and additional recommendations will be provided upon request. Ninyo & Moore should review the final project drawings (including grading plans) and specifications prior to the commencement of construction. It should be noted that, upon review of these documents, some recommendations presented in this report may be revised or modified. Ninyo & Moore should also perform observation and testing services during construction operations to evaluate whether the findings in this report substantially conform with exposed site conditions.

The recommendations provided in this report are based on the assumption that Ninyo & Moore will provide geotechnical observation and testing services during construction. In the event that it is decided not to utilize the services of Ninyo & Moore during construction, we request that the selected consultant provide the owner with a letter (with a copy to Ninyo & Moore) indicating that they fully understand Ninyo & Moore's recommendations, and that they are in full agreement with the design parameters and recommendations contained in this report. Construction of proposed improvements should be performed by qualified contractors utilizing appropriate techniques and construction materials.

10. LIMITATIONS

The field evaluation, laboratory testing, and geotechnical analyses presented in this geotechnical report have been conducted in general accordance with current practice and the standard of care exercised by geotechnical consultants performing similar tasks in the project area. No warranty, expressed or implied, is made regarding the conclusions, recommendations, and opinions presented in this report. There is no evaluation detailed enough to reveal every subsurface condition. Variations may exist and conditions not observed or described in this report may be encountered during construction. Uncertainties relative to subsurface conditions can be reduced through additional subsurface exploration. Additional subsurface evaluation will be performed upon request.

Please also note that our evaluation was limited to assessment of the geotechnical aspects of the project, and did not include evaluation of structural issues, environmental concerns, or the presence of hazardous materials.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. Ninyo & Moore should be contacted if the reader requires additional information or has questions regarding the content, interpretations presented, or completeness of this document.

This report is intended for design purposes only. It does not provide sufficient data to prepare an accurate bid by contractors. It is suggested that the bidders and their geotechnical consultant perform an independent evaluation of the subsurface conditions in the project areas. The independent evaluations may include, but not be limited to, review of other geotechnical reports prepared for the adjacent areas, site reconnaissance, and additional exploration and laboratory testing.

Our conclusions, recommendations, and opinions are based on an analysis of the observed site conditions. If geotechnical conditions different from those described in this report are encountered, our office should be notified and additional recommendations, if warranted, will be provided upon request. It should be understood that the conditions of a site could change with time as a result of natural processes or the activities of man at the subject site or nearby sites. In addition, changes to the applicable laws, regulations, codes, and standards of practice may occur due to government action or the broadening of knowledge. The findings of this report may, therefore, be invalidated over time, in part or in whole, by changes over which Ninyo & Moore has no control.

This report is intended exclusively for use by the client. Any use or reuse of the findings, conclusions, and/or recommendations of this report by parties other than the client is undertaken at said parties' sole risk.

11. REFERENCES

California Department of Transportation (Caltrans), 2003, Corrosion Guidelines (Version 1.0), Division of Engineering and Testing Services, Corrosion Technology Branch: dated September.

California Department of Transportation, 2008, Highway Design Manual, Chapters 600-670: dated July 1.

City of San Diego, 1976, Topographic Survey (Orthotopographic), Sheet 190-1731, Scale 1:200.

County of San Diego, Department of Planning and Land Use, 2007, Low Impact Development Handbook, Stormwater Management Strategies: dated December 31.

County of San Diego, Department of Environmental Health Land and Water Quality Division, 2008, Percolation Test Procedures: dated June 26.

Geotracker website, 2010, <http://www.geotracker.com>.

Kennedy, M.P. and Tan, S.S., 2008, Geologic Map of the San Diego 30' X 60' Quadrangle, California, California Geologic Survey.

Ninyo & Moore, In-house proprietary information.

Norris, R.M. and Webb, R.W., 1990, Geology of California, Second Edition: John Wiley & Sons, Inc.

United States Department of the Interior, Bureau of Reclamation, 1998, Engineering Geology Field Manual.

AERIAL PHOTOGRAPHS				
Source	Date	Flight	Numbers	Scale
USDA	3-31-53	AXM-3M	92 and 93	1:20,000

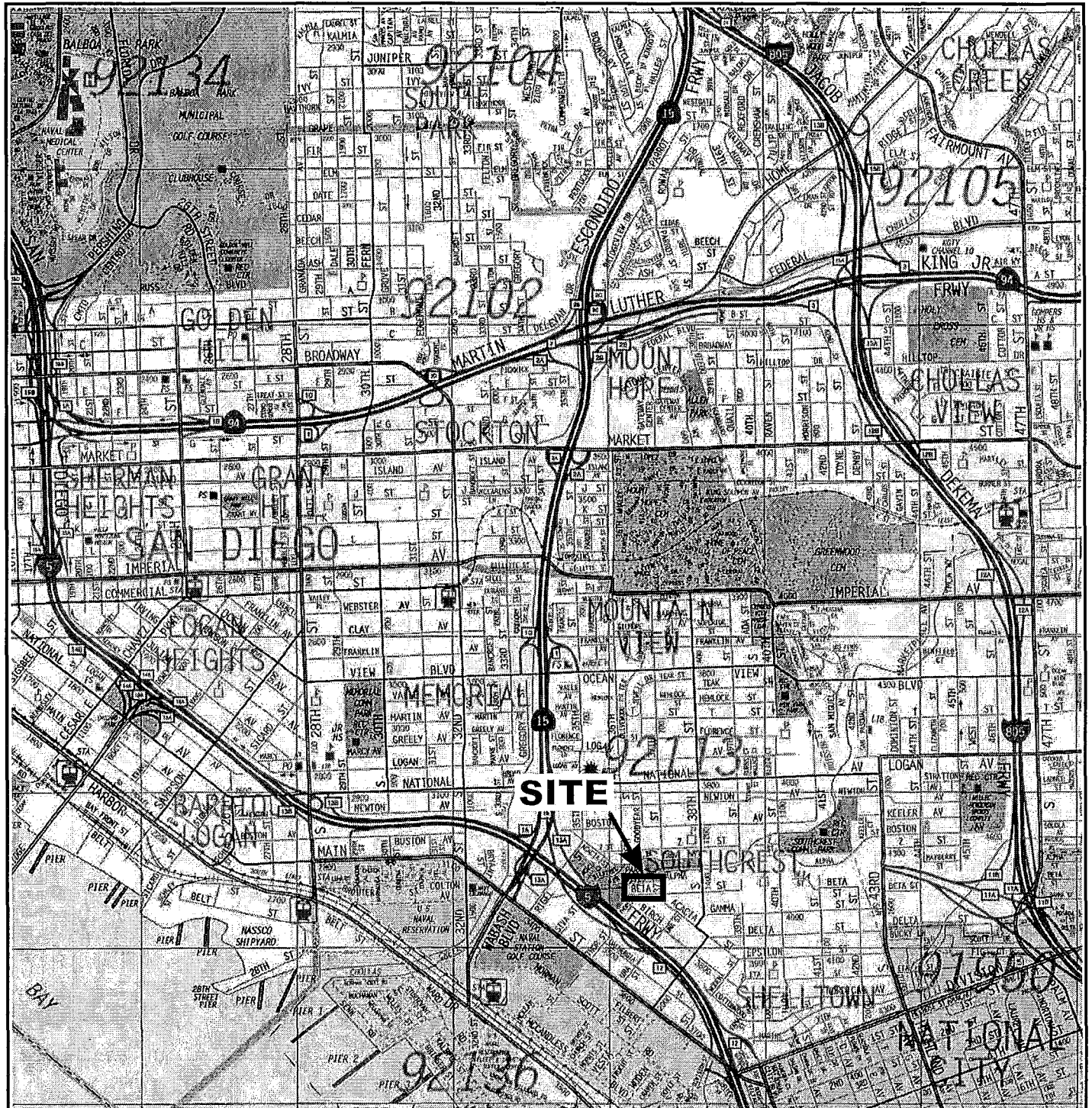
APPENDIX A
BORING LOGS

Field Procedure for the Collection of Disturbed Samples

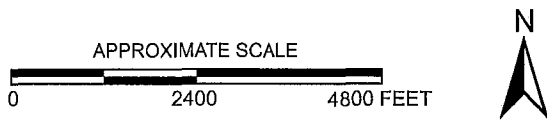
Disturbed soil samples were obtained in the field using the following methods.

Bulk Samples

Bulk samples of representative earth materials were obtained from the exploratory borings. The samples were bagged and transported to the laboratory for testing.



REFERENCE: 2005 THOMAS GUIDE FOR SAN DIEGO COUNTY, STREET GUIDE AND DIRECTORY,



NOTE: ALL DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE.
Map © Rend McNally, R.L.07-S-129

Ninyo & Moore

SITE LOCATION MAP

FIGURE


PROJECT NO.	DATE	PROPOSED STORMWATER BMPs ALLEY NORTH OF BETA STREET SAN DIEGO, CALIFORNIA	1
106801001	5/10		


Beta Street Green Alley
Appendix D – Limited Geotechnical Evaluation, Proposed Stormwater Best Management Practices, Alley North of
Beta Street, San Diego, California - Volume 1 of 2 (Rev. Jun. 2015)

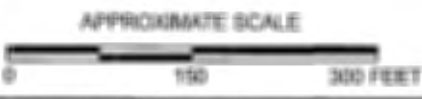
fig1 106801001 sfm.cdr



LEGEND

 **B-2** APPROXIMATE LOCATION OF EXPLORATORY BORING
 TD-TOTAL DEPTH IN FEET

 **PT-4** APPROXIMATE LOCATION OF PERCOLATION TEST
 TD-TOTAL DEPTH IN FEET



NOTE: ALL DIMENSIONS, UNLESS OTHERWISE SPECIFIED, ARE APPROXIMATE. REVISIONS: 05/16/15 SHM, 05/15

Ninyo & Moore		FIELD EXPLORATION LOCATION MAP	FIGURE
PROJECT NO.	DATE	PROPOSED STORMWATER BMPs ALLEY NORTH OF BETA STREET SAN DIEGO, CALIFORNIA	2
100001001	5/10		

fig2_105801001_bhm.cdr

Beta Street Green Alley

BORING LOG EXPLANATION SHEET

DEPTH (feet)	Bulk Samples Driven	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	
0	■						Bulk sample.
	■						Modified split-barrel drive sampler.
	■						No recovery with modified split-barrel drive sampler.
	■						Sample retained by others.
	■						Standard Penetration Test (SPT).
5	■						No recovery with a SPT.
	■	XX/XX					Shelby tube sample. Distance pushed in inches/length of sample recovered in inches.
	■						No recovery with Shelby tube sampler.
	■						Continuous Push Sample.
10	■		↕				Seepage.
	■		↕				Groundwater encountered during drilling.
	■		↕				Groundwater measured after drilling.
	■				■	SM	ALLUVIUM: Solid line denotes unit change.
	■				---		Dashed line denotes material change.
15							Attitudes: Strike/Dip b: Bedding c: Contact j: Joint f: Fracture F: Fault cs: Clay Seam s: Shear bss: Basal Slide Surface sf: Shear Fracture sz: Shear Zone sbs: Sheared Bedding Surface
20							The total depth line is a solid line that is drawn at the bottom of the boring.



BORING LOG

EXPLANATION OF BORING LOG SYMBOLS

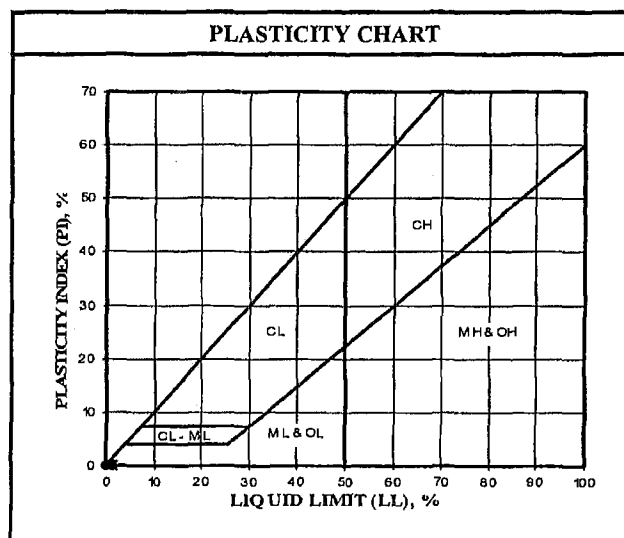
PROJECT NO.

DATE
Rev. 01/03

FIGURE

U.S.C.S. METHOD OF SOIL CLASSIFICATION				
MAJOR DIVISIONS		SYMBOL		TYPICAL NAMES
COARSE-GRAINED SOILS (More than 1/2 of soil >No. 200 sieve size)	GRAVELS (More than 1/2 of coarse fraction > No. 4 sieve size)		GW	Well graded gravels or gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels or gravel-sand mixtures, little or no fines
			GM	Silty gravels, gravel-sand-silt mixtures
			GC	Clayey gravels, gravel-sand-clay mixtures
	SANDS (More than 1/2 of coarse fraction <No. 4 sieve size)		SW	Well graded sands or gravelly sands, little or no fines
			SP	Poorly graded sands or gravelly sands, little or no fines
			SM	Silty sands, sand-silt mixtures
			SC	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (More than 1/2 of soil <No. 200 sieve size)	SILTS & CLAYS Liquid Limit <50		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean
			OL	Organic silts and organic silty clays of low plasticity
	SILTS & CLAYS Liquid Limit >50		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
			CH	Inorganic clays of high plasticity, fat clays
			OH	Organic clays of medium to high plasticity, organic silty clays, organic silts
HIGHLY ORGANIC SOILS			Pt	Peat and other highly organic soils

GRAIN SIZE CHART		
CLASSIFICATION	RANGE OF GRAIN SIZE	
	U.S. Standard Sieve Size	Grain Size in Millimeters
BOULDERS	Above 12"	Above 305
COBBLES	12" to 3"	305 to 76.2
GRAVEL	3" to No. 4	76.2 to 4.76
	Coarse 3" to 3/4"	76.2 to 19.1
Fine	3/4" to No. 4	19.1 to 4.76
SAND	No. 4 to No. 200	4.76 to 0.075
	Coarse No. 4 to No. 10	4.76 to 2.00
	Medium No. 10 to No. 40	2.00 to 0.420
	Fine No. 40 to No. 200	0.420 to 0.075
SILT & CLAY	Below No. 200	Below 0.075



Ninyo & Moore	U.S.C.S. METHOD OF SOIL CLASSIFICATION
--------------------------	--

DEPTH (feet)	SAMPLES		BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DATE DRILLED <u>4/21/10</u> BORING NO. <u>B-1</u>	
	Bulk	Driven						GROUND ELEVATION <u>13' ± (MSL)</u>	SHEET <u>1</u> OF <u>1</u>
								METHOD OF DRILLING <u>Hand Auger</u>	
								DRIVE WEIGHT <u>N/A</u> DROP <u>N/A</u>	
								SAMPLED BY <u>BTM</u> LOGGED BY <u>BTM</u> REVIEWED BY <u>JG</u>	
DESCRIPTION/INTERPRETATION									
0							SM	FILL: Brown, damp to moist, loose to medium dense, silty SAND.	
5								Moist. Saturated.	
10							SM	<u>ALLUVIUM:</u> Brown, saturated, medium dense, silty SAND.	
15								Total Depth = 10 feet. Groundwater encountered at approximately 7 feet 4 hours after excavation. Backfilled with approximately 1 cubic feet of bentonite grout shortly after drilling on 4/21/10. <u>Note:</u> Groundwater may rise to a level higher than that measured in borehole due to seasonal variations in precipitation and several other factors as discussed in the report.	
20									



Beta Street Green Alley

BORING LOG

PROPOSED STORMWATER BMPs - ALLEY NORTH OF BETA STREET
SAN DIEGO, CALIFORNIA

PROJECT NO.
106801001

DATE
5/10

FIGURE
A-1

DEPTH (feet)	SAMPLES		BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DATE DRILLED <u>4/21/10</u> BORING NO. <u>B-2</u>	
	Bulk	Driven						GROUND ELEVATION <u>13' ± (MSL)</u>	SHEET <u>1</u> OF <u>1</u>
								METHOD OF DRILLING <u>Hand Auger</u>	
								DRIVE WEIGHT <u>N/A</u> DROP <u>N/A</u>	
								SAMPLED BY <u>BTM</u> LOGGED BY <u>BTM</u> REVIEWED BY <u>JG</u>	
								DESCRIPTION/INTERPRETATION	
0							SM	<u>FILL:</u> Brown, damp to moist, loose to medium dense, silty SAND.	
5								Moist.	
10							SM	<u>ALLUVIUM:</u> Brown, wet, medium dense, silty SAND.	
								Saturated.	
15								Total Depth = 12.3 feet. Groundwater encountered at approximately 11 feet 10 minutes after excavation. Backfilled with approximately 1 cubic feet of bentonite grout shortly after drilling on 4/21/10.	
								<u>Note:</u> Groundwater may rise to a level higher than that measured in borehole due to seasonal variations in precipitation and several other factors as discussed in the report.	
20									



Beta Street Green Alley

BORING LOG

PROPOSED STORMWATER BMPs - ALLEY NORTH OF BETA STREET
SAN DIEGO, CALIFORNIA

PROJECT NO. 106801001	DATE 5/10	FIGURE A-2
--------------------------	--------------	---------------

DEPTH (feet)	SAMPLES		BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DATE DRILLED <u>4/21/10</u> BORING NO. <u>PT-1</u>	
	Bulk	Driven						GROUND ELEVATION <u>13' ± (MSL)</u>	SHEET <u>1</u> OF <u>1</u>
				8.2				METHOD OF DRILLING <u>Hand Auger</u>	
								DRIVE WEIGHT <u>N/A</u> DROP <u>N/A</u>	
								SAMPLED BY <u>BTM</u> LOGGED BY <u>BTM</u> REVIEWED BY <u>JG</u>	
								DESCRIPTION/INTERPRETATION	
0							SM	FILL: Brown, damp, loose to medium dense, silty SAND; scattered gravel.	
							SM	ALLUVIUM: Brown, damp, medium dense, silty SAND.	
								Total Depth = 3 feet. Groundwater not encountered. Backfilled on 4/22/10.	
5									
10									
15									
20									

Ninyo & Moore

Beta Street Green Alley

BORING LOG

PROPOSED STORMWATER BMPs - ALLEY NORTH OF BETA STREET
SAN DIEGO, CALIFORNIA

PROJECT NO.

106801001

DATE

5/10

FIGURE

A-3

DEPTH (feet)	SAMPLES		BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DATE DRILLED	BORING NO.				
	Bulk	Driven						4/21/10	PT-2				
								GROUND ELEVATION	SHEET	OF			
								METHOD OF DRILLING	1	1			
								DRIVE WEIGHT	N/A	DROP	N/A		
								SAMPLED BY	BTM	LOGGED BY	BTM	REVIEWED BY	JG
DESCRIPTION/INTERPRETATION													
0							SM	FILL (TOPSOIL): Dark brown, moist, loose to medium dense, silty SAND; scattered roots.					
				17.3			SM	FILL: Brown, moist to wet, medium dense, silty SAND.					
								Total Depth = 3.2 feet. Groundwater not encountered. Backfilled on 4/22/10.					
5													
10													
15													
20													



Beta Street Green Alley

BORING LOG

PROPOSED STORMWATER BMPs - ALLEY NORTH OF BETA STREET
SAN DIEGO, CALIFORNIA

PROJECT NO.
106801001

DATE
5/10

FIGURE
A-4

DEPTH (feet)	SAMPLES		BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DATE DRILLED	BORING NO.
	Bulk	Driven						4/21/10	PT-3
				9.0			SM	GROUND ELEVATION	SHEET
								13' ± (MSL)	1 OF 1
								METHOD OF DRILLING	
								Hand Auger	
								DRIVE WEIGHT	DROP
								N/A	N/A
								SAMPLED BY	LOGGED BY
								BTM	BTM
									REVIEWED BY
									JG
DESCRIPTION/INTERPRETATION									
0								FILL: Brown, damp to moist, loose to medium dense, silty SAND; scattered gravel.	
5								Total Depth = 3.2 feet. Groundwater not encountered. Backfilled on 4/22/10.	
10									
15									
20									

Ninyo & Moore

Beta Street Alley

BORING LOG

PROPOSED STORMWATER BMPs - ALLEY NORTH OF BETA STREET
SAN DIEGO, CALIFORNIA

PROJECT NO.
106801001

DATE
5/10

FIGURE
A-5

DEPTH (feet)	SAMPLES		BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DATE DRILLED	BORING NO.				
	Bulk	Driven						4/21/10	PT-4				
								GROUND ELEVATION	SHEET	OF			
								METHOD OF DRILLING	1	1			
								Hand Auger					
								DRIVE WEIGHT	N/A	DROP	N/A		
								SAMPLED BY	BTM	LOGGED BY	BTM	REVIEWED BY	JG
								DESCRIPTION/INTERPRETATION					
0				7.6			SM	FILL: Brown, damp to moist, loose to medium dense, silty SAND.					
5								Total Depth = 3 feet. Groundwater not encountered. Backfilled on 4/22/10.					
10													
15													
20													



Beta Street Green Alley

BORING LOG

PROPOSED STORMWATER BMPs - ALLEY NORTH OF BETA STREET
SAN DIEGO, CALIFORNIA

PROJECT NO.
106801001

DATE
5/10

FIGURE
A-6

DEPTH (feet)	SAMPLES		BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DATE DRILLED	BORING NO.				
	Bulk	Driven						4/21/10	PT-5				
								GROUND ELEVATION	SHEET	OF			
								METHOD OF DRILLING	Hand Auger	1	1		
								DRIVE WEIGHT	N/A	DROP	N/A		
								SAMPLED BY	BTM	LOGGED BY	BTM	REVIEWED BY	JG
DESCRIPTION/INTERPRETATION													
0							SM	FILL: Brown, damp to moist, loose to medium dense, silty SAND.					
5								Total Depth = 3 feet. Groundwater not encountered. Backfilled on 4/22/10.					
10													
15													
20													

Ninyo & Moore

Beta Street Green Alley

BORING LOG

PROPOSED STORMWATER BMPs - ALLEY NORTH OF BETA STREET
SAN DIEGO, CALIFORNIA

PROJECT NO.
106801001

DATE
5/10

FIGURE
A-7

DEPTH (feet)	SAMPLES		BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DATE DRILLED <u>4/21/10</u> BORING NO. <u>PT-6</u>	
	Bulk	Driven						GROUND ELEVATION <u>13' ± (MSL)</u>	SHEET <u>1</u> OF <u>1</u>
				8.4			SM	METHOD OF DRILLING <u>Hand Auger</u>	
								DRIVE WEIGHT <u>N/A</u>	DROP <u>N/A</u>
								SAMPLED BY <u>BTM</u> LOGGED BY <u>BTM</u> REVIEWED BY <u>JG</u>	
								DESCRIPTION/INTERPRETATION	
0								FILL: Brown, damp to moist, loose to medium dense, gravelly silty SAND. Silty. Total Depth = 3 feet. Groundwater not encountered. Backfilled on 4/22/10.	
5									
10									
15									
20									



Beta Street Green Alley

BORING LOG

PROPOSED STORMWATER BMPs - ALLEY NORTH OF BETA STREET
SAN DIEGO, CALIFORNIA

PROJECT NO.
106801001

DATE
5/10

FIGURE
A-8

APPENDIX B

LABORATORY TESTING

Classification

Soils were visually and texturally classified in accordance with the Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. Soil classifications are indicated on the logs of the exploratory borings in Appendix A.

Moisture Content

The moisture content of samples obtained from the exploratory borings was evaluated in accordance with ASTM D 2216. The test results are presented on the logs of the exploratory borings in Appendix A.

Gradation Analysis

A gradation analysis test was performed on a selected representative soil sample in general accordance with ASTM D 422. The grain-size distribution curve is shown on Figure B-1. The test results were utilized in evaluating the soil classification in accordance with USCS.

Soil Corrosivity Tests

Soil pH, and resistivity tests were performed on a representative sample in general accordance with CT 643. The soluble sulfate and chloride content of selected samples were evaluated in general accordance with CT 417 and CT 422, respectively. The test results are presented on Figure B-2.

R-Value Test

The resistance value, or R-value, for a sample of the site soils was evaluated in general accordance with CT 301. The sample was prepared and evaluated for exudation pressure and expansion pressure. The equilibrium R-value is reported as the lesser or more conservative of the two calculated results. The test results are shown on Figure B-3.

SAMPLE LOCATION	SAMPLE DEPTH (FT)	pH ¹	RESISTIVITY ¹ (Ohm-cm)	SULFATE CONTENT ²		CHLORIDE CONTENT ³ (ppm)
				(ppm)	(%)	
B-2	0.0-5.0	6.7	520	1,120	0.112	610

¹ PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 643

² PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 417

³ PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 422

Ninyo & Moore		CORROSIVITY TEST RESULTS	FIGURE
PROJECT NO.	DATE	PROPOSED STORMWATER BMPs ALLEY NORTH OF BETA STREET SAN DIEGO, CALIFORNIA	B-2
106801001	5/10		

SAMPLE LOCATION	SAMPLE DEPTH (FT)	SOIL TYPE	R-VALUE
B-1	0.0-5.0	Silty SAND (SM)	56

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 2844/CT 301

Ninyo & Moore		R-VALUE TEST RESULTS	FIGURE
PROJECT NO.	DATE		B-3
106801001	5/10	PROPOSED STORMWATER BMPs ALLEY NORTH BETA STREET SAN DIEGO, CALIFORNIA	

APPENDIX C
FIELD INFILTRATION TEST DATA

FIELD INFILTRATION TEST DATA

Test Date: 4/22/2010							PT - 1
Test Hole Diameter (in): 6.0			Excavation Depth (ft)		2.9		
Test performed and recorded by: BTM							
t ₁	d ₁	t ₂	d ₂	Δt	Δd	Δt/Δd MPI	Adjusted MPI
09:45	2.35	10:15	2.55	30	0.20	13	30
10:16	2.35	10:46	2.50	30	0.15	17	39
10:47	2.35	11:17	2.46	30	0.11	23	54
11:18	2.35	11:48	2.48	30	0.13	19	46
11:49	2.35	12:19	2.50	30	0.15	17	39
12:20	2.35	12:50	2.50	30	0.15	17	39
12:51	2.35	13:21	2.50	30	0.15	17	39
13:22	2.35	13:52	2.50	30	0.15	17	39

Notes:

- t₁ = initial time when filling or refilling is completed in minutes
- d₁ = initial depth to water in hole at t₁ in feet
- t₂ = final time when incremental water level reading is taken in minutes
- d₂ = final depth to water in hole at t₂ in feet
- Δt = change in time between initial and final water level readings in minutes (t₂ - t₁)
- Δd = change in depth to water in feet (d₂ - d₁)
- MPI = minutes per inch
- DNI = did not infiltrate

FIELD INFILTRATION TEST DATA

Test Date: 4/22/2010							PT - 2
Test Hole Diameter (in): 6.0			Excavation Depth (ft)		3.2		
Test performed and recorded by: BTM							
t ₁	d ₁	t ₂	d ₂	Δt	Δd	Δt/Δd MPI	Adjusted MPI
11:08	2.65	11:38	2.66	30	0.01	250	>120
11:38	2.66	12:08	2.67	30	0.01	250	>120

Notes:

- t₁ = initial time when filling or refilling is completed in minutes
- d₁ = initial depth to water in hole at t₁ in feet
- t₂ = final time when incremental water level reading is taken in minutes
- d₂ = final depth to water in hole at t₂ in feet
- Δt = change in time between initial and final water level readings in minutes (t₂ - t₁)
- Δd = change in depth to water in feet (d₂ - d₁)
- MPI = minutes per inch
- DNI = did not infiltrate

FIELD INFILTRATION TEST DATA

Test Date: 4/22/2010							PT - 3
Test Hole Diameter (in): 6.0			Excavation Depth (ft)		3.0		
Test performed and recorded by: BTM							
t ₁	d ₁	t ₂	d ₂	Δt	Δd	Δt/Δd MPI	Adjusted MPI
11:03	2.70	11:33	2.70	30	0.00	DNI	DNI
11:33	2.70	12:03	2.71	30	0.01	250	>120

Notes:
t₁ = initial time when filling or refilling is completed in minutes
d₁ = initial depth to water in hole at t₁ in feet
t₂ = final time when incremental water level reading is taken in minutes
d₂ = final depth to water in hole at t₂ in feet
Δt = change in time between initial and final water level readings in minutes (t₂ - t₁)
Δd = change in depth to water in feet (d₂ - d₁)
MPI = minutes per inch
DNI = did not infiltrate

FIELD INFILTRATION TEST DATA

Test Date: 4/22/2010							PT - 4
Test Hole Diameter (in): 6.0			Excavation Depth (ft)		2.9		
Test performed and recorded by: BTM							
t ₁	d ₁	t ₂	d ₂	Δt	Δd	Δt/Δd MPI	Adjusted MPI
NA*	0.00	NA*	0.00	NA*	0.00	DNI	DNI

Notes:
t₁ = initial time when filling or refilling is completed in minutes
d₁ = initial depth to water in hole at t₁ in feet
t₂ = final time when incremental water level reading is taken in minutes
d₂ = final depth to water in hole at t₂ in feet
Δt = change in time between initial and final water level readings in minutes (t₂ - t₁)
Δd = change in depth to water in feet (d₂ - d₁)
MPI = minutes per inch
DNI = did not infiltrate
*Water from presoak was still in the infiltration test hole

FIELD INFILTRATION TEST DATA

Test Date: 4/22/2010							PT - 5
Test Hole Diameter (in): 6.0			Excavation Depth (ft)		3.1		
Test performed and recorded by: BTM							
t ₁	d ₁	t ₂	d ₂	Δt	Δd	Δt/Δd MPI	Adjusted MPI
09:36	2.60	10:06	2.60	30	0.00	DNI	DNI
10:06	2.60	10:36	2.60	30	0.00	DNI	DNI

Notes:
t₁ = initial time when filling or refilling is completed in minutes
d₁ = initial depth to water in hole at t₁ in feet
t₂ = final time when incremental water level reading is taken in minutes
d₂ = final depth to water in hole at t₂ in feet
Δt = change in time between initial and final water level readings in minutes (t₂ - t₁)
Δd = change in depth to water in feet (d₂ - d₁)
MPI = minutes per inch
DNI = did not infiltrate

FIELD INFILTRATION TEST DATA

Test Date: 4/22/2010							PT - 6
Test Hole Diameter (in): 6.0			Excavation Depth (ft)		2.9		
Test performed and recorded by: BTM							
t ₁	d ₁	t ₂	d ₂	Δt	Δd	Δt/Δd MPI	Adjusted MPI
09:24	2.35	09:54	2.72	30	0.37	7	16
09:55	2.35	10:25	2.72	30	0.37	7	16
10:26	2.35	10:56	2.72	30	0.37	7	16
10:57	2.35	11:27	2.72	30	0.37	7	16
11:28	2.35	11:58	2.72	30	0.37	7	16
11:59	2.35	12:29	2.73	30	0.38	7	16
12:30	2.35	13:00	2.73	30	0.38	7	16
13:01	2.35	13:31	2.73	30	0.38	7	16

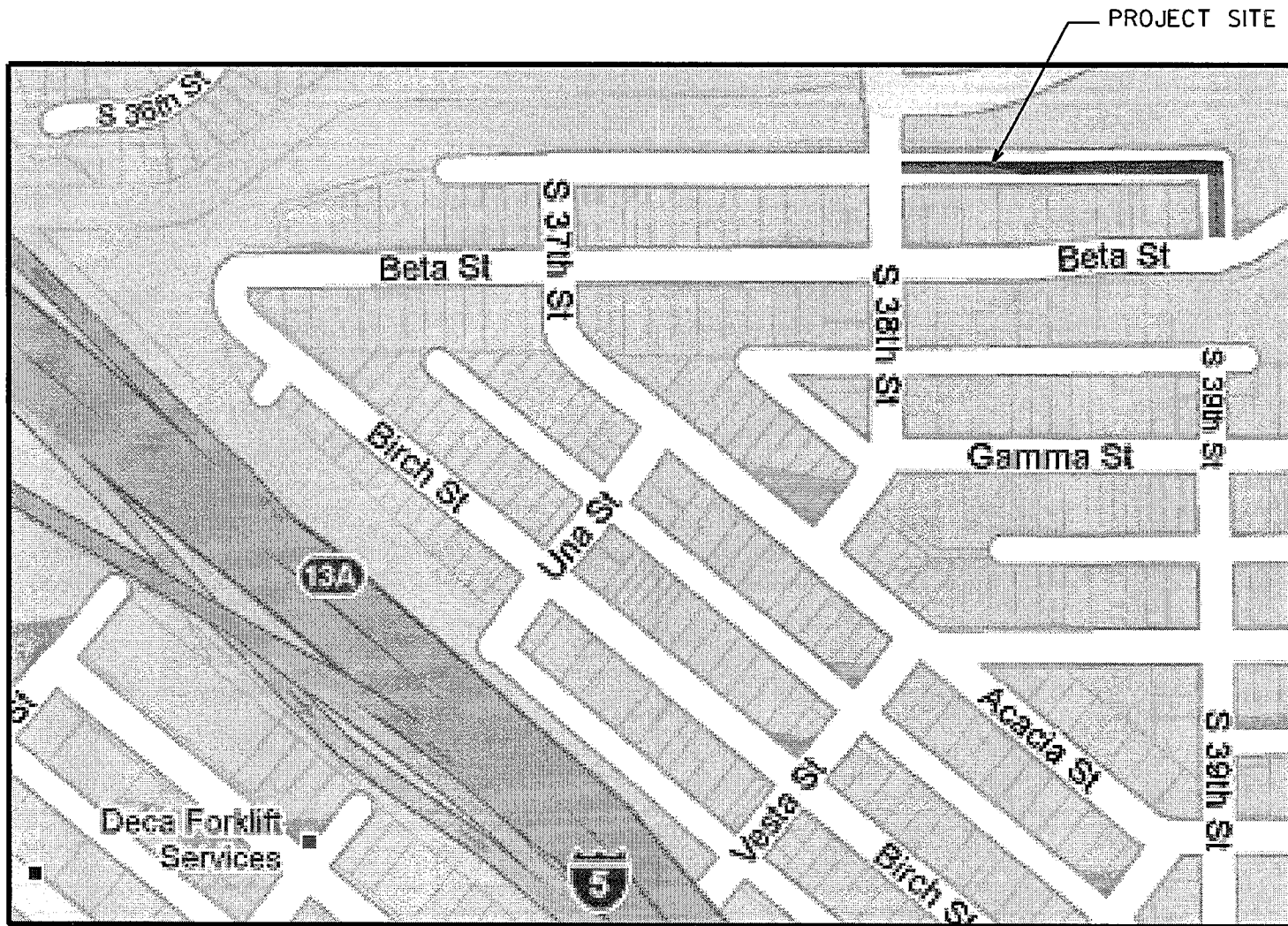
Notes:
t₁ = initial time when filling or refilling is completed in minutes
d₁ = initial depth to water in hole at t₁ in feet
t₂ = final time when incremental water level reading is taken in minutes
d₂ = final depth to water in hole at t₂ in feet
Δt = change in time between initial and final water level readings in minutes (t₂ - t₁)
Δd = change in depth to water in feet (d₂ - d₁)
MPI = minutes per inch
DNI = did not infiltrate

Adjustment Factor Calculation		
Porosity of gravel (n) =	0.35	Pea Gravel
Hole Diameter (D _h) =	6.0	inches
Pipe Diameter (D _p) =	2.0	inches

Adjustment Factor = 2.37

APPENDIX E

Vicinity Map



VICINITY MAP
NO SCALE

APPENDIX F
Insurance Requirements



CITY OF SAN DIEGO ♦ PURCHASING & CONTRACTING
DEPARTMENT INSURANCE REQUIREMENTS

ANY QUESTIONS PERTAINING TO THIS NOTICE SHOULD BE DIRECTED TO THE INSURANCE COORDINATOR:

PHONE: (619) 236-6254 ♦ FACSIMILE: (619) 533-6115 ♦ E-MAIL: PACVendorinsurance@sandiego.gov

FORWARD THESE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE ACCURACY ON THE INSURANCE CERTIFICATE

The insurance certificate must be prepared pursuant to the requirements listed below. Failure to comply with these requirements in a timely manner may jeopardize the renewal and/or continuation of this contract.

1. The **FULL** name of the Company(s) affording coverage must be named on the certificate of insurance. Insurance Company(s) selected **MUST** be authorized to do business in the State of California and rated "A-, VI" or better by the A.M. Best Key Rating Guide. A **Service of Suit Clause** must be furnished in the event a Company is a Surplus Lines Company.
2. **Commercial General Liability** insurance should be written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. (1) The CGL policy shall include wording that the policy is Primary and Non-Contributory.
3. **Commercial Automobile Liability** shall be written on an ISO form CA 00 01 12 90, a later version of this form, or an equivalent form. Insurance certificate shall reflect coverage for any auto.
4. The City of San Diego must be named as **additional insured on Commercial General Liability and Automobile Liability** coverage. (A specific City department shall not be named.) The City requires Contractors to submit: (1) an ACORD certificate with Additional Insured Endorsement naming the "City of San Diego, its respective elected officials, officers, employees, agents and representatives" as an additional insured, (2) a separate Additional Insured Endorsement page (CG 2010, CG 2026, or equivalent) also listing the "City of San Diego, its respective elected officials, officers, employees, agents and representatives" as an additional insured.
5. The Worker's Compensation policy must be accompanied by an endorsement for the **Waiver of Subrogation of rights** against the "City of San Diego, its respective elected officials, officers, employees, agents and representatives."
6. The authorized Insurance Agency Representative's original signature is required.
7. A notation of "**All Operations**" or the **Bid/P.O. Number and/or Job Title** must be included on the certificate (one (1) per certificate). (**Note:** The "All Operations" endorsement covers all current and future operations with the City of San Diego.) Minimum coverage must be in accordance with bid or contract specifications
8. **Certificate holder information must read as follows:**

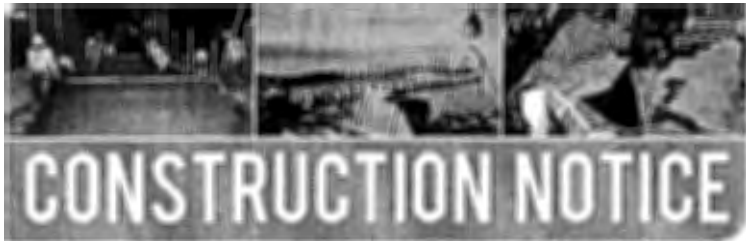
City of San Diego, Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

ALL said insurance shall be maintained by the Contractor in full force and effect during the ENTIRE PERIOD OF PERFORMANCE under the agreement. Renewal certificates must be received by the Insurance Coordinator, City of San Diego Purchasing & Contracting Department, 1200 Third Ave, Ste 200, San Diego, CA 92101-4195 prior to the expiration date in order to ensure continuation of contracts.

ORIGINAL AND RENEWAL CERTIFICATES MAY BE E-MAILED TO PACVendorinsurance@sandiego.gov or Faxed to 619-533-6115. IF UNABLE TO PROVIDE VIA E-MAIL OR FAX PLEASE MAIL ORIGINAL TO CERTIFICATE HOLDER ADDRESS.

APPENDIX G

Sample of Public Notices



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



This information is available in alternative formats upon request.

This information is available in alternative formats upon request.

ATTACHMENT F
INTENTIONALLY LEFT BLANK

City of San Diego

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

ADDENDUM "A"

FOR



BETA STREET GREEN ALLEY

BID NO.:	L-16-6404-DBB-2
SAP NO. (WBS/IO/CC):	23426862
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	9
PROJECT TYPE:	CC, ID, IJ

BID DUE DATE:

1:30 PM
AUGUST 4, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

B. CLARIFICATIONS

The reference in the Bid Table on Volume 2, page 11, Bid Item #21 - "Cut-off Wall" is to Section B-B on Plan Sheet 37098-04-D.

C. VOLUME 1

1. To the Notice Inviting Bids, pages 4, Item 4, Subcontracting Participation Percentages, **DELETE** in its entirety and **SUBSTITUTE** with the following:

4. SUBCONTRACTING PARTICIPATION PERCENTAGES:

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

**Total voluntary subcontractor participation percentage for this project is
33.4%.**

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

James Nagelvoort, Director
Public Works Department

Dated: *July 31, 2015*
San Diego, California

JN/AJ/Lad

TDRV
LICAV
JS

City of San Diego, solely in its capacity as the designated Successor Agency
to the Redevelopment Agency of the City of San Diego, a former public
body, corporate and politic, herein referred to as

Successor Agency

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

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: 958-689-0058 FAX NO.: 958-689-1594
CITY CONTACT: Clementina Giordano - Contract Specialist, Email: CGiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633
R. Sutherland/BDoringo /Lad

CONTRACT DOCUMENTS



FOR

BETA STREET GREEN ALLEY

VOLUME 2 OF 2

BID NO.: _____ L-16-6404-DBB-2
SAP NO. (WBS/IO/CC): _____ 23426862
CLIENT DEPARTMENT: _____ 2116
COUNCIL DISTRICT: _____ 9
PROJECT TYPE: _____ CC, ID, IJ

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

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

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

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

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

The Successor Agency is defined in SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS of Volume 1 of this solicitation.

All references herein to City shall be deemed to refer to the Successor Agency where necessary to identify the agency in privity of contract for the performance of this project.

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(N/A)

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

BIDDING DOCUMENTS

IF A PARTNERSHIP, SIGN HERE:

(N/A)

- (1) Name under which business is conducted _____
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

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

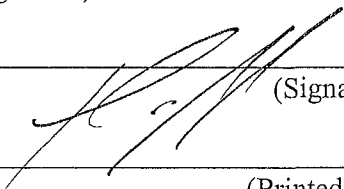
Full Name and Character of partner

- (4) Place of Business (Street & Number) _____
- (5) City and State _____ Zip Code _____
- (6) Telephone No. _____ Facsimile No. _____
- (7) Email Address _____

IF A CORPORATION, SIGN HERE:

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

- (1) Name under which business is conducted _____
- (2) Signature, with official title of officer authorized to sign for the corporation:



(Signature)
HANI ASSI

(Printed Name)
SECRETARY OF CORPORATION

(Title of Officer)

(Impress Corporate Seal Here)

- (3) Incorporated under the laws of the State of CALIFORNIA
- (4) Place of Business (Street & Number) 9580 BLACK MOUNTAIN ROAD
SUITE L
SAN DIEGO

BIDDING DOCUMENTS

(5) City and State SAN DIEGO CA Zip Code 92124
(6) Telephone No. 858-689-0258 Facsimile No. 858-689-1594
(7) Email Address tr: group const@aol.com

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

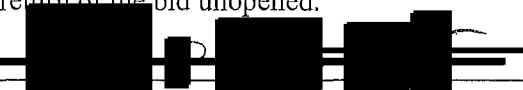
In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION "A"

LICENSE NO. 792159 EXPIRES 03-31-2017

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004777

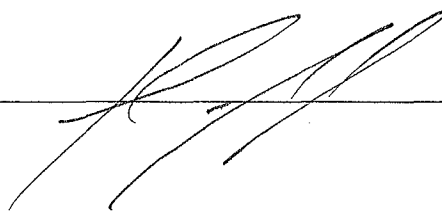
This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): 

Email Address: tr: group const@aol.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature  Title HANI ASSI
SECRETARY OF CORPORATION

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

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

(NOTARIAL SEAL) (see attached)

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 SAN DIEGO)

On 7/29/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared HANI ASSI
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Michelle M. Basuil*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though 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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: HANI ASSI
 Corporate Officer — Title(s): SECRETARY
 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: _____

BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

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

BETA STREET GREEN ALLEY

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

SIGNED AND SEALED, this 4TH day of AUGUST, 2015

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

NORTH AMERICAN SPECIALTY
INSURANCE COMPANY (SEAL)
(Surety)

By: 
(Signature)
HANI ASSI, SECRETARY

By: 
(Signature)
JOHN G. MALONEY, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

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.

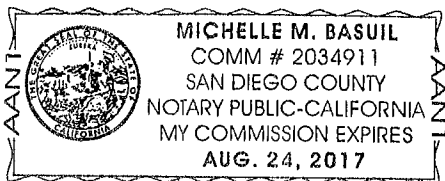
State of California)
County of SAN DIEGO)

On 8/4/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared JOHN G. MALONEY
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Michelle M. Basuil*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though 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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JOHN G. MALONEY
 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: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLEND A. J. ROONEY, and MARK D. IATAROLA

JOINTLY OR SEVERALLY

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

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

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

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

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



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



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

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of May, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 9th day of May, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4TH day of AUGUST, 2015.

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

BIDDING DOCUMENTS

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

State of California)
) ss.

County of SAN DIEGO)

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

Signed: [Signature] HANI ASSI

Title: SECRETARY OF CORPORATION

Subscribed and sworn to before me this ___ day of ___, 20__

Notary Public

(SEAL)

(see attached)

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 SAN DIEGO)

On 7/29/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,

Date

Here Insert Name and Title of the Officer

personally appeared HANI ASSI

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Michelle M. Basuil

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though 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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: HANI ASSI

Corporate Officer — Title(s): SECRETARY

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: _____

BIDDING DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.

Certified By HANI ASSI Name Title SECRETARY OF CORPORATION

[Signature] Signature Date 08-03-2015

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION

Company Name:	TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.	Contact Name:	HANI ASSI
Company Address:	9580 BLACK MOUNTAIN RD, STE L SAN DIEGO, CA 92126	Contact Phone:	619-689-0558
		Contact Email:	tri_group_const@aol.com

CONTRACT INFORMATION

Contract Title:	BETA STREET GREEN ALLEY	Start Date:	11-15-15
Contract Number (if no number, state location):	K-16-6404-DBB-2	End Date:	01-31-16

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.

HANI ASSI	SEAL OF COM.		8/4/15
Name/Title of Signatory		Signature	Date

FOR OFFICIAL CITY USE ONLY

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

(Rev 02/15/2011)

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	 	\$ 3,500
2	1	LS	541330	7-10.2.6	Traffic Control Design	 	\$ 3,000
3	1	LS	237310	7-10.2.6	Traffic Control	 	\$ 5,000
4	1	AL	237310	9-3.1	Special Inspection - Porous Concrete – Type I	 	\$1,500.00
5	1	LS	237310	9-3.4.1	Mobilization	 	\$ 8,000
6	1	AL		9-3.5	Field Orders - Type II	 	\$4,000.00
7	1	EA	238910	300-1.4	Large Tree Root Removal	\$ 1,000	\$ 1,000
8	1	EA	238910	300-1.4	Tree Removal	\$ 500	\$ 500
9	1	LS	237310	300-2.9	Grading	 	\$ 7,000
10	475	CY	237310	300-2.9	Excavate and Export (Unclassified)	\$ 25	\$ 11,875
11	65	CY	237310	300-4.9	Excavate and Fill (Unclassified)	\$ 60	\$ 3,900
12	20	CY	237310	300-2.9	Excavate Unsuitable Soils	\$ 75	\$ 1,500

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
13	4	EA	237310	301-1.7	Adjusting Existing Manhole Frame & Cover to Grade	\$ 400	\$ 1,600
14	2,160	SF	237310	302-1.12	Full Width Grinding-Cold Milling (2")	\$ 1.50	\$ 3,240
15	50	TON	237310	302-3.4	Asphalt Pavement Repair - 8 Inch	\$ 250	\$ 12,500
16	28	TON	237310	302-5.9	2 Inch Asphalt Concrete Overlay and Striping	\$ 250	\$ 7,000
17	480	LF	237110	306-1.6	8 Inch Perforated PVC Drain Pipe System, including Choker Course, Reservoir Course, Sand Course, and Geomembrane	\$ 50	\$ 24,000
18	10	EA	237110	306-1.6	8 Inch PVC Cleanout	\$ 200	\$ 2,000
19	255	CY	237310	302-6.8	Concrete Pavement	\$ 360	\$ 91,800
20	16	LF	237110	303-1.11	PCC Drainage Channel	\$ 65	\$ 1,040
21	505	LF	237110	303-1.11	Cutoff Wall	\$ 60	\$ 30,300
22	475	LF	237310	303-5.9	Curb & Gutter (6 Inch Curb, Type G)	\$ 30	\$ 14,250
23	695	LF	237310	303-5.9	Curb (6 Inch)	\$ 25	\$ 17,375
24	340	SF	237310	303-5.9	Residential Concrete Driveway	\$ 9	\$ 3,060
25	475	SF	237310	303-5.9	Alley Apron	\$ 9	\$ 4,275
26	800	SF	237310	303-5.9	Remove and Replace Existing Sidewalk	\$ 7	\$ 5,600
27	1	EA	237310	303-5.10.2	Curb Ramp Type C1 with Detectable Warning Tiles	\$ 3,000	\$ 3,000
28	1	EA	237310	303-5.10.2	Curb Ramp Type E with Detectable Warning Tiles	\$ 3,000	\$ 3,000

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
29	2	EA	237310	303-5.10.2	Curb Ramp Modified Type E with Detectable Warning Tiles	\$ 3,000	\$ 6,000	
30	35	CY	237310	303-8.9	Pervious Concrete	\$ 450	\$ 15,750	
31	2	EA	237110	306-1.6	Construct Infiltration Trench, Complete in Place	\$ 7,000	\$ 14,000	
32	2	EA	237110	306-1.6	3 Inch Sidewalk Underdrain	\$ 300	\$ 600	
33	1	LS	238310	701-13.9.5	Water Pollution Control Program Implementation	 	\$ 4,000	
ESTIMATED TOTAL BASE BID:								\$315,165.00 ✓

TOTAL BID PRICE FOR BID (Items 1 through 33, inclusive) amount written in words:

THREE HUNDRED FIFTEEN THOUSAND, ONE HUNDRED SIXTY FIVE DOLLARS AND ZERO CENTS

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

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

HANI ASSI

GUS ASSI

PRESIDENT

SECRETARY OF CORPORATION

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

BIDDING DOCUMENTS

HANI ASSI

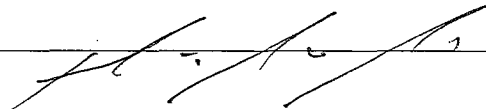
Bidder: **TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.**

Title: **SECRETARY OF CORPORATION**

Business Address: **9580 BLACK MOUNTAIN RD SUITE "L" SAN DIEGO CA 92126**

Place of Business: **SAN DIEGO, CA**

Place of Residence: **SAN DIEGO, CA**

Signature: 

NOTES:

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

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

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 | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

City of San Diego

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

ADDENDUM "A"

FOR



BETA STREET GREEN ALLEY

BID NO.: L-16-6404-DBB-2
SAP NO. (WBS/IO/CC): 23426862
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 9
PROJECT TYPE: CC, ID, IJ

BID DUE DATE:

**1:30 PM
AUGUST 4, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

A. CHANGES TO CONTRACT DOCUMENTS

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

B. CLARIFICATIONS

The reference in the Bid Table on Volume 2, page 11, Bid Item #21 - "Cut-off Wall" is to Section B-B on Plan Sheet 37098-04-D.

C. VOLUME 1

1. To the Notice Inviting Bids, pages 4, Item 4, Subcontracting Participation Percentages, **DELETE** in its entirety and **SUBSTITUTE** with the following:

4. SUBCONTRACTING PARTICIPATION PERCENTAGES:

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

**Total voluntary subcontractor participation percentage for this project is
33.4%.**

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

James Nagelvoort, Director
Public Works Department

Dated: *July 31, 2015*
San Diego, California

JN/AJ/Lad

City of San Diego



Small Local Business Enterprise Certification

Tri-Group Construction and Development, Inc.


Small Local Business Enterprise (SLBE)

General Construction (NAICS: 237310,
238140, 237990, 238110, 238910, 238120, 237110)

Certification Number: 11TG0300

Effective Date: 12/17/2014

Expiration Date: 12/17/2016


Henry Foster III
Equal Opportunity Contracting
Program Manager



THE CITY OF SAN DIEGO

December 10, 2014

Tri-Group Construction and Development, Inc.
Hani Assi and Ghassan "GUS" Assi
9580 Black Mountain Rd, Suite L
San Diego, CA 92126

Subject: Small Local Business Enterprise Certification

Dear Hani and Gus:

Congratulations! We have reviewed your **renewal application** and you have been approved for re-certification as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 11TG0300 and your classification is General Construction. Please reference this certification number when bidding on City projects. For the City's SLBE Program, your certification is effective December 17, 2014. This certification expires on December 17, 2016 at which time you will need to reapply in accordance with the SLBE guidelines.

To receive potential contracting opportunities, please ensure that you register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

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

For questions please call (619) 236-6092 or e-mail KPatton@sandiego.gov.

If there are any changes in your firm's status during this certification period, you are required to notify this office *immediately*.

Equal Opportunity Contracting reserves the right to withdraw this certification at any time and request additional information and/or conduct on-site visits for purposes of verification.

Thank you,

Henry Foster III
Program Manager
Equal Opportunity Contracting

Purchasing & Contracting Department
Equal Opportunity Contracting
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Tel. (619) 236-6058 Fax (619) 236-5904