City of San Diego

ORIGINAL **CONTRACTOR'S NAME: West Coast General Corporation** ADDRESS: 13700 Stowe Dr., Ste. 100, Poway, CA 92064 _____ FAX NO.: 619 561-4205 **TELEPHONE NO.: 619-561-4200** CITY CONTACT: Clementina Giordano - Contract Specialist, Email: CGiordano@sandiego.gov Phone No. (619) 533-3481, Fax No. (619) 533-3633

S.Bliss/A.Rekani/mlw

BIDDING DOCUMENTS



FOR

Regents Road Widening Executive Drive to **Genesee** Avenue



BID NO.:	K-16-1378-DBB-3
SAP NO. (WBS/IO/CC):	S-00881
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	1
PROJECT TYPE:	IG

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- > PHASED-FUNDING
- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE FEDERAL

ł.

> APPRENTICESHIP

BID DUE DATE:

2:00 PM

APRIL 26, 2016 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Carlos Mendoza No. 60470 3/16/16 Seal: 0r CA 1, Registered Engineer Date 3/17/16 Seal: dscape Architect Date 17/16 Scal 3. For City Engineer Date

Bid No.: K-16-1378-DBB-3 Regents Road Widening Executive Drive to Genesee Avenue (Rev. Oct. 2015)

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NOTICE INVITING BIDS

- 1. SUMMARY OF WORK: This is the City of San Diego's (City) solicitation process to acquire Construction services for **Regents Road Widening Executive Drive to Genesee Avenue.** For additional information refer to Attachment A.
- 2. FULL AND OPEN COMPETITION: This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's website: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$4,011,000.
- 4. BID DUE DATE AND TIME ARE: APRIL 26, 2016 AT 2:00 PM.
- 5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- 6. LICENSE REQUIREMENT: The City has determined that the following licensing classification(s) are required for this contract: A.
- 7. SUBCONTRACTING PARTICIPATION PERCENTAGES: 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	11.1%

2.	ELBE participation	18.0%
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- 3. TOTAL mandatory participation 29.1%
- 7.1. The Bid may be declared non-responsive if the Bidder fails the following mandatory conditions:
 - 7.1.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - 7.1.2. 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.

8. PRE-BID MEETING:

8.1. Prospective Bidders are encouraged to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-

qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

Date:April 6, 2016Time10:00 AMLocation:1010 Second Avenue, Suite 1400, San Diego, CA 92101

Attendance at the Pre-Submittal Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

9. AWARD PROCESS:

- **9.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- **9.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.
- **9.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 9.4. The low Bid will be determined by Base Bid alone.
- **9.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

10. SUBMISSION OF QUESTIONS:

10.1. 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: Clementina Giordano

OR:

CGiordano@sandiego.gov

- **10.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **10.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- **10.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.
- 11. PHASED FUNDING: For Phased Funding Conditions, see Attachment B.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or <u>dstucky@sandiego.gov</u>.
- 1.3. Due to 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 <u>PlanetBids</u>TM.
- 2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: http://www.sandiego.gov/cip/bidopps/index.shtml and are due by the date, and time shown on the cover of this solicitation.
 - 2.1. BIDDERS MUST BE PRE-REGISTERED with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic bid.
 - 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
 - 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
 - 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using

SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.

- 2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. RECAPITULATION OF THE WORK. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.
 - 2.7.1. <u>Important Note</u>: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. : To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3. The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.

- 3.4. The Bidder agrees to the construction of the project as described in Attachment "A– Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- 5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- 7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
- 8. SUBCONTRACTING PARTICIPATION PERCENTAGES: Subcontracting participation percentages apply to this contract. Refer to Attachment E.

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

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

- 11. CITY'S RESPONSES AND ADDENDA: The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the <u>form of an</u> <u>addendum</u>. No other responses to questions, oral or written 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 at the time of bid submission.
- 12. 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.
- 13. CONTRACT PRICING: This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent

of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

14. SUBCONTRACTOR INFORMATION:

- 14.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the NAME and ADDRESS of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a CONSTRUCTOR, CONSULTANT or SUPPLIER. The Bidder shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.
- 14.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the NAME, LOCATION (CITY) and the DOLLAR VALUE of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 14.3. **LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- **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 his designee and approval as to form the City Attorney's Office.
- 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: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- 19. ONLY ONE BID PER CONTRACTOR SHALL BE ACCCEPTED: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 20. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

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

- 21.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 21.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

Regents Road Widening Executive Drive to Genesee Avenue Instructions to Bidders (Rev. Feb. 2016)

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

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 22.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2. Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 22.3. The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 22.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 22.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 22.6. The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 22.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 22.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

23. BID RESULTS:

- 23.1. The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 23.2. To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

24. THE CONTRACT:

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

Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 25. 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.
- 26. CITY STANDARD PROVISIONS: This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - 26.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 26.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 26.5. 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.
 - 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

27. PRE-AWARD ACTIVITIES:

- 27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 27.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

Regents Road Widening Executive Drive to Genesee Avenue Instructions to Bidders (Rev. Feb. 2016)

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

corporation, as principal, and West Coast General Corporation а Fidelity and Deposit Company of Maryland ____, 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 а municipal corporation in the sum of Three Million Seven Hundred Ninety Three Thousand Six Hundred One Dollar and .80/100 (\$3,793,601.80) for the faithful performance of the annexed contract, and in the sum of Three Million Seven Hundred Ninety Three Thousand Six Hundred One Dollar and .80/100 (\$3,793,601.80) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of 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 Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 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.

Regents Road Widening Executive Drive to Genesee Avenue Performance Bond, Labor and Materialmen's Bond (Rev. Feb. 2016) 1 | Page

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

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

Dated 5/17/2016

Approved:

Public Works Contract

Approved as to Form

West Coast General Corporation

Principal By David E. Davey, President

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

Stephen Samara, Principal Contract Specialist,

Fidelity and Deposit Company of Maryland

Surety

Βv Aidan Smock

Attorney-in-fact

777 South Figueroa Street, Suite 3900

Local Address of Surety

Los Angeles, CA 90017

Local Address (City, State) of Surety

(213) 270-0715

Local Telephone No. of Surety

Premium \$ 28,581.00

Bond No._7649468

Regents Road Widening Executive Drive to Genesee Avenue Performance Bond, Labor and Materialmen's Bond (Rev. Feb. 2016) 2 | Page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT		
	cate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document.	
STATE OF CALIFORNIA County of San Diego	}	
MAY 17 2016 On before me, <u>Richar</u>	d P. Hallett, Notary Public, Name of Notary exactly as it appears on the official seal	
personally appeared Aidan Smock	Name(s) of Signer(s)	
RICHARD P. HALLETT Commission No. 2114065 NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY Commission Expires July 2, 2019	 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 ke/she/tkey executed the same in kis/her/tkeir.authorized capacity(ies), and that by kis/her/tkeir signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Signature 	
Place Notary Seal Above		
	v it may prove valuable to persons relying on the document	
	v, it may prove valuable to persons relying on the document d reattachment of the form to another document.	
Description of Attached Document		
Title or Type of Document:		
Document Date:	Number of Pages:	
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s)		
Signer's Name:	Individual Corporate Officer — Title(s): Partner	

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Richard HALLETT, Aidan SMOCK, Tim MCCLELLAN and Marta COLLETT, all of San Diego, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of August, A.D. 2015.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Vice President Thomas O. McClellan

Br.

Secretary Eric D. Barnes

State of Maryland County of Baltimore

On this 19th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS 0**. **MCCLELLAN**, **Vice President**, and **ERIC D**. **BARNES**, **Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance a. Dunn

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____ 17_2016_, 20____.







Michael Bond, Vice President

ATTACHMENT A SCOPE OF WORK

Regents Road Widening Executive Drive to Genesee Avenue Attachment A – Scope of Work (Rev. June 2015)

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SCOPE OF WORK

- 1. SCOPE OF WORK: Widening Regents Road between Executive Drive and Genesee Avenue, including widening of the road, overlaying of existing street, curb and gutter, sidewalk, curb ramps, driveways, median, drainage improvements, traffic signal relocations, and landscaping.
 - **1.1.** The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered 32643-01-D through 32643-48-D, and 32643-T1-D through 32643-T12-D inclusive.
- 2. LOCATION OF WORK: The location of the Work is as follows:

See the Location Map attached in Appendix E.

3. CONTRACT TIME: The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **306 Working Days**.

ATTACHMENT B

PHASED FUNDING PROVISIONS

Regents Road Widening Executive Drive to Genesee Avenue Attachment B – Phased Funding Provisions (Rev. Nov. 2013)

PHASED FUNDING PROVISIONS

1. PHASED FUNDING:

- **1.1.** For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- **1.2.** The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- **1.3.** If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, the next Apparent Low Bidder is to provide the Pre-Award Schedule within 5 Working Days after receiving notice. This process will continue until the City has selects an Awardee or rejects all Bids.
- **1.4.** The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Upon selection of the Awardee and acceptance by the City of the Pre-Award Schedule, the City will present the first Phased Funding Schedule Agreement to you.
- **1.5.** At the City's request, meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss their comments and requests for revision to the Pre-Award Schedule.
- **1.6.** Your failure to perform the any of the following may result in the Bid being rejected as non-responsive:
 - 1. Meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 - 2. Revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 - 3. Execute the first Phased Funding Schedule Agreement within a day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

Check	one:
UNIVER	

First Phased Funding Schedule Agreement

Final Phased Funding Schedule Agreement

NOTE: THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM.

The particulars left blank in this sample such as the total number of phases, and the amounts assigned to each phase will be completed with funding specific information from the Pre-Award Schedule and subsequent Schedules submitted to and approved by the City.

BID NUMBER:__

CONTRACT OR TASK TITLE:

 \square

CONTRACTOR:_____

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount
1				\$
	Additional phases to be added			
	to this form as necessary.			
				R.
			Total	\$

Notes:

(1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.

- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 PRICES.
- (3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO	
-------------------	--

By:_____

Name:_____

Project Manager

Department Name:_____

Date:

CONTRACTOR

Name:_____

Title:_____

Date:

By:_____

END OF PHASED FUNDING SCHEDULE AGREEMENT

END OF I HASED FONDING SCHEDULE AGREEMEN

ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

Regents Road Widening Executive Drive to Genesee Avenue Attachment C – Equal Opportunity Contracting Program (Rev. Nov. 2013) 24 | Page

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 underrepresentations 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 onsite supervisors involved in employment decisions.
 - 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 - 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

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

ATTACHMENT D

PREVAILING WAGES

Regents Road Widening Executive Drive to Genesee Avenue Attachment D – Prevailing Wages (Rev. Nov. 2015)

- 1. **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.
 - 1.1. 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.
 - **1.1.1.** 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 <u>http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</u>. 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.
 - 1.1.2. 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.
 - **1.2. 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.
 - **1.3. 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.

- **1.3.1.** 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.
- **1.4. 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.
- 1.5. 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 sections1810 through 1815.
- **1.6.** 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.
- 1.7. 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."
- **1.8.** 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.
- **1.9. 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.

1.9.1. 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.

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

Regents Road Widening Executive Drive to Genesee Avenue Attachment E - Supplementary Special Provisions (Rev. July 2015)

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

- 1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
- 2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.
- **2-5.3.1** General. To the City Supplement, ADD the following:
 - 7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.

c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

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

The Product Submittal Form is available for download at:

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

2-7 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:
 - a. Report of Geotechnical Evaluation dated September 23, 2015 by Geocon Incorporated.
- 5. The reports listed above are available for review by contacting the Contract Specialist or visiting:

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

- **2-9.1 Permanent Survey Markers.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Pursuant to Division 3, Chapter 15 of the Business and Professions Code, you shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
 - 2. Monument Preservation shall be performed by the City's Construction Management and Field Services (CMFS) Division on all Projects, unless permission is obtained for these services in writing by CMFS.
 - 3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS shall do the following:
 - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
 - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
 - c) File a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.
2-14.2 Integration of the Work with Separate Contractors. To the City Supplement, ADD the following:

The list of Separate Contractors includes:

- 1. See 5-4 RELOCATION.
- **2-14.3 Coordination.** To the City Supplement, ADD the following:
 - Other adjacent projects are scheduled for construction for the same time period in the vicinity of Regents Road from Genesee Ave. to Executive Drive. from I-5 to La Jolla Village Drive, Mid-Coast Corridor Transit project, and Genesee Avenue from I-5 to Campus Point Drive, Mid-Coast Corridor Transit project UCSD Campus Expansion project at Genesee Ave. to Executive Drive. Coordinate the Work with the project managers listed below:
 - a) Mid-Coast Corridor Transit
 - Nirupa Kannan,PE
 - Supervising Engineer
 - Phone: (619) 321-4186
 - b) Genesee Avenue from I-5 to Campus Point Drive
 - Fahmy Rekani
 - Construction Engineer
 - City of San Diego
 - Phone: (858) 495-4716
 - c) UCSD Campus Expansion
 - Ross Kunishige
 - Senior Civil Engineer- UCSD
 - Phone:(858) 822-4841

2-15 TECHNICAL STUDIES AND DATA. To the City Supplement, ADD the following:

- 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a. Water Quality Technical Report dated February 9, 2016 by Harris & Associates.
- 6. The reports listed above are available for review by contacting the Contract Specialist or visiting:

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

SECTION 4 - CONTROL OF MATERIALS

- **4-1.3.6 Preapproved Materials.** To the City Supplement, ADD the following:
 - 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.
- **4-1.6 Trade Names or Equals.** ADD the following:
 - 14. You shall submit your list of proposed substitutions for an "equal" item no later than 5 Working Days after the determination of the Apparent Low Bidder and on the City's Product Submittal Form available at:

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

- **4-1.10** Foreign Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise specified. Quality Control and related testing shall be performed to all applicable specified US standards. Manufacturer's testing and staff certification shall be traceable to a United States regulatory agency. Retain the materials for a sufficient period of time to permit inspection, sampling, and testing. You shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or during transport to the United States.

SECTION 5 – UTILITIES

5-2 PROTECTION. ADD the following:

- 1. You shall repair or replace traffic signal and lighting system equipment within 72 hours after notification of defects by the Engineer.
- 2. While working in or around meter boxes, you shall protect in place all Advanced Metering Infrastructure (AMI) devices attached to the water meter or located in or near water meter boxes, coffins, or vaults. This includes any antenna installed through the meter box lid.
 - a) Avoid damaging the antenna, cable, and endpoints when removing the meter box lid and when disconnecting AMI endpoints from the register on top of the water meter.
 - b) If meters or AMI devices need to be removed or relocated, the AMI endpoints shall be reinstalled with the Encoder/Receiver/Transmitter (ERT) pointing upwards.
 - c) Because the AMI equipment is uniquely matched to each service location and to specific meter serial numbers, any AMI devices that are removed or disconnected shall be reinstalled on the same service lateral as well as to the same meter serial number it was attached to originally.

- d) Do not change or modify the lid if the lid has an antenna drilled through it.
- e) If you encounter damaged, disconnected, buried, or broken AMI endpoints, cables between the registers, antennae, lids, or ERTs, notify the Engineer within 24 hours.
- f) Any AMI equipment damaged by you shall be repaired or replaced by City Forces at your expense.

5-4 RELOCATION. ADD the following:

The construction schedule will need to account for utility relocation activities. You must coordinate with the utility companies for the relocations. Details regarding the utilities and type of work are described in detail in the table below.

Utility	Contact	Lead Time	Work Window	Stage of construction prior to Utility work	Type of Work to be conduct by Utilities
SDG&E GAS	Gordon Storrs Gas Project Manager <u>GStorrs@SempraUtilities.com</u> 858-581-7518 (office) 619-572-7355 (cell)	4 weeks	3 week	Paving	Adjust valves and covers to new grade
SDG&E ELECTRIC	Keenon Holmes Governmental Liaison Planner <u>Kholmes@SempraUtilities.com</u>	8 weeks	8 weeks	After new sidewalk and parkway has been installed	Set transformers switches , utility, vaults to new grade
AT&T	Judi Villacruz-Brandt JV3696@att.com James Mena Jm6283@att.com 858-886-2860 (office)	4 weeks	2 weeks	During construction when new sidewalk, parkway grade is made	Relocate and adjust vaults and pedestals to new grade
TIME WARNER	Will Johnson Planner <u>William.Johnson@twcable.com</u> Bill Daley William.Dailey@twcable.com 858-699-8590 Office	4 weeks	1 week	During construction when new sidewalk, parkway grade is made	Relocation of handholes and pedestals behind sidewalk
TCG SAN DIEGO	Michael Glassey <u>Mg1285@att.com</u> 602-708-7485	4 weeks	2 weeks	During construction when new sidewalk, parkway grade is made	Combine existing utility boxes

Utility	Contact	Lead Time	Work Window	Stage of construction prior to Utility work	Type of Work to be conduct by Utilities
сох	Robert Mote <u>robert.mot</u> e3@cox.com 619-266-5514	4 weeks	2 weeks	During construction when new sidewalk, parkway grade is made	Extend conduits and install pedestals
CENIC	Joseph Goodwin joseph@cenic.org 714-220-3441	4 weeks	2 weeks	During construction when new sidewalk, parkway grade is made	Adjust vaults to grade
хо	Rayan Subith rsubith@datalogeng.com 951-795-0493	4 weeks	2 weeks	During construction when new sidewalk, parkway grade is made	Adjust vaults to grade
TELEPACIFIC	Mark Denning <u>mdenning@telepacific.com</u> 949-864-0296 Office 949-547-6455 Cell	4 weeks	2 week	During construction when new sidewalk, parkway grade is made	Relocation of utility handholes to new grade
VERIZON MCI	Dan Garden Dan.garden@verizon.com	4 weeks	1 week	Paving	Adjust valves and covers to new grade
UCSD	Joy Gacuya j <u>gacuya@ucsd.edu</u> 858-534-8402 Office	4 weeks	1 Week	During construction when new sidewalk, parkway grade is made	Adjust valves and covers to new grade

Lead Time: Minimum number of working days written notice the Engineer provides the owner that the site will be ready for utility work.

Work Window: Number of working days provided to the utility company to complete the listed utility work.

The Contractor shall coordinate with utilities for work described above and demobilize construction activity, equipment and material for the specific locations the utilities will conduct work for the specific days agreed upon with the utility companies.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To item 20, ADD the following:

The 90 Calendar Day for the Plant Establishment Period is included in the stipulated Contract Time.

- **6-7.1 General.** To the City Supplement, ADD the following:
 - 5. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

- 1. You shall 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 shall 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. The payment for insurance shall be included in the Contract Price as bid by you. 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 shall 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 shall 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 shall 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 shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

- 1. You shall 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 shall 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 shall 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 shall 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 shall 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.

- 1. You shall 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.
- 2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- 3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall 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.
- 4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall 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 shall 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 shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

7-3.5.1.3 **Project General Aggregate Limit.** The policy or policies shall 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 shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit 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 shall 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 shall pay for all deductibles and self-insured retentions. You shall 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 shall 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 shall 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., <u>Design-Build</u>, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate in full force and effect.
 - 2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.

- 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 shall:
 - 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 shall 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 shall be not less than the following:

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

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires 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 shall 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 shall 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.
- **7-10.5.3** Steel Plate Covers. Table 7-10.5.3 (A), REVISE the plate thickness for 5'-3" trench width to read 1³/4".

7-15 **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, Paragraph (4), Sentence (3), 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 shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
- 2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who shall perform the required community outreach services.
- 3. You shall closely coordinate the Work with the businesses, institutions, residents, and property owners impacted by the Project.
- 4. Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 Days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's internal public contact tracking system.
- 5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
 - a) Your contact information is made available on any outreach materials.
 - b) You will be the primary point of contact to resolve project related inquiries and complaints.
- 6. Electronic Communication.
 - a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.

- b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
- c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (*.msg).
- d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

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, and 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 internal public contact tracking system to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. You shall upload to the City's internal public contact tracking system 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 7-10.6.2, "Project Identification Sign".

- 2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) radius of the Project, of construction activities and utility service interruptions not less than 5 Days in advance.
- 3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a. Where Work is to be performed at least 5 Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b. Within 5 Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
- 4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
- 5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
- 6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
- 7. For all Work on private property, contact each owner and occupant individually a minimum of 15 Days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
- 8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

- 1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project.
- 2. You shall provide updates on construction impacts to the Resident Engineer. You shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
- 3. You shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
- 4. At the request of the Resident Engineer, you shall attend and participate in project briefings at community meetings.

5. You shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within the 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, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, 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 that media representatives arrive near or on the construction Site(s), you shall keep them off the Site(s) in a courteous and professional manner until a Public Information Officer is available to meet them at an approved location.
- 4. You shall report all visits from members of the media to the Resident Engineer as quickly as possible so that the City's Public Information Officer can meet with the members of the media at the construction Site(s).
- 5. If the City allows members of the media to access a construction Site, you shall allow the City to escort the media representatives while they are on the construction Site and shall ensure their safety.
- 6. You shall require media representatives to sign in and out of the Site Visitor Log and to use personal protective equipment.
- 7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

7-16.4 Payment.

1. The payment for the community outreach services shall be included in the Contract Price.

7-20 ELECTRONIC COMMUNICATION. ADD the following:

1. Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.1 General. ADD the following:

You shall furnish and install roadside signs and posts at the location shown on the plans or as directed by the Engineer, in conformance to the provisions in Section 56-2 "Roadside Signs" of the State Standard Specifications and these Special Provisions.

The Unite Price for "Road Signs on New Post" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in attaching the sign to a new post, including installing the sign panels and sign posts, complete in place, as shown on the plans, as required by the specifications and these special provisions, and as directed by the Engineer.

The Unit price for Remove, Store, and Relocate UCSD's Health Science Entrance Sign (Steel) shall include full compensation for furnishing and all labor materials, tools, equipment and incidentals for doing all work to remove sign and foundation. Store sign and relocate sign and extend length of sign if necessary and install into new foundation complete in place as shown on plans as required by specification and directed by Engineer.

The Unit price for Relocate Cathodic Protection System, Test Station and Supporting Features shall include full compensation for furnishing and all labor materials, tools, equipment and incidentals for doing all work complete in place as shown on plans as required by specification and directed by Engineer.

The Linear Foot price for Temporary Construction Orange Safety Barrier Fence (ESA Fence on Posts) and all appurtenances H=4' (UCSD) shall include the mesh fence, posts and all materials, labor, for the installation and removal of fence and incidentals at no other compensation will be allowed.

- **9-3.2.5** Withholding of Payment. To the City Supplement, item 1, subsection 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.** To the City Supplement, subsection c), item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2) In the event of an overrun of Contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period shall be determined using the California Statewide Crude Oil Price Index in effect on the first business day of the month within the pay period in which the overrun began.

ADD the following:

e) This Contract is 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
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

SECTION 207 – PIPE

- **207-9.2.6 Polyethylene Encasement for External Corrosion Protection.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. When soils have been determined to be mildly corrosive through resistivity testing as specified in the City of San Diego Sewer and Water Design Guides, the outside surfaces of ductile iron pipe and fittings for general use shall be coated with bituminous coating 1 mil (25 um) thick in accordance with AWWA C151 or AWWA C110. Polyethylene encasement shall be provided in accordance with AWWA C105.
- **207-17.2.3 Pipe Manufacturer.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. PVC products, C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
- **207-26.4 Butterfly Valves.** To the City Supplement, Paragraph (2), DELETE the last sentence.

To the City Supplement, Paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

3. The operator shall be manual with a 2 inch (50 mm) square operating nut and shall open the valve when turned counterclockwise.

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

209-6.4 Induction Cobra Head Luminaire. To the City Supplement, CORRECT 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

212-1.2.1 General. ADD the following:

Agricultural grade gypsum shall be a (CA SO4 H2O) calcium sulfate product -minus ninety-four point three percent (-94.3%). Ninety percent (90%) shall pass a fifty (50) mesh screen. Control of dust during application is mandatory. (Shall be similar or equal to: U.S. Gypsum, Dolmar or Bandini).

Iron Sulfate-Iron shall be expressed as metallic-derived from sulfate-deep green (FE SO4 H2O). A minimum of twenty percent (20%) and ninety-eight point three percent (98.3%) retained on a ten (10) mesh screen. Iron is required for the formation of chlorophyll in plant cells. Application in western soils deters any iron chlorosis symptoms of plants. (Shall be similar or equal to: Wilson and George Meyer, Wil-Gro).

212-1.2.3 Commercial Fertilizer. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Pre-plant fertilizer shall be granular commercial fertilizer 10-10-10 or approved equal.

Post-plant fertilizer shall be 14-7-3 or approved equal with Ca, Fe, Zn, and Mn, and with the majority of nitrogen in non-ammoniac form to prevent acidification of soil.

Planting tablets shall be compressed, slow-release fertilizer tablets (20-10-5), and five (5) and twenty-one (21) gram sizes.

Quantity	Weight	Application
One Tablet	5 grams	Per Each Flatted Plant or Cutting
One Tablet	21 grams	1-Gallon Container
Two Tablets	21 grams	5-Gallon Container
Four Tablets	21 grams	15-Gallon Container
One Tablet	21 grams	Per Each 2" of Box Sized Container

212-2.4 Sprinkler Equipment. ADD the following:

All irrigation equipment shall be per irrigation legend, details, and plan notes.

212-3.2.3 Trench Marker Tape. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Trench marker tape shall be installed in accordance with Standard Drawing SDM-105, "Warning/Identification Tape Installation".

ADD: 212-4 BIORETENTION SOIL MEDIA (BSM).

- **212-4.1 General.** Bioretention Soil Media (BSM) is a formulated planting soil which consists of 70% to 80% washed sand and 20% to 30% compost on a volume basis, and shall be mixed at the plant site prior to delivery.
- **212-4.1.1 Sand for Bioretention Soil Media.** The sand shall conform to ASTM C33 and a sieve analysis shall be performed in accordance with ASTM C 136 to demonstrate compliance with the gradation limits shown in Table 212-4.1.1 (A). The sand shall be thoroughly washed to remove fines, dust, and deleterious materials prior to delivery.

Sieve Size	Percent Passing	
3/8 inch	100	
No. 4	60 - 100	
No.10	40 - 100	
No. 40	15 - 50	
No. 200	0 - 5	

Table 212-4.1.1 (A) Sand Gradation Limits

Note: Coefficient of Uniformity (Cu = D60/D10) equal to or greater than 4

- **212-4.1.2 Compost.** Compost shall be certified by the U.S. Composting Council's Seal of Testing Assurance Program or an approved equal. Compost shall comply with the following requirements:
 - 1. Organic Material Content shall be 35% to 75% by dry weight.
 - 2. Physical contaminants (manmade inert materials) shall not exceed 1% by dry weight
 - 3. pH shall be between 6.0 and 8.0
 - 4. Soluble Salt Concentration less than 10 dS/m (Method TMECC 4.10-A, USDA and U.S. Composting Council)
 - 5. Maturity (seed emergence and seedling vigor): greater than 80% relative to positive control (Method TMECC 5.05-A, USDA and U.S. Composting Council)
 - 6. Stability (Carbon Dioxide evolution rate): less than 8 mg CO₂-C per g OM per day (Method TMECC 5.08-B, USDA and U.S. Composting Council)
 - 7. Moisture: 40%-50% wet weight basis.

- 8. Select Pathogens: Pass US EPA Class A standard, 40 CFR Section 503.32(a).
- 9. Trace Metals: Pass US EPA Class A standard, 40 CFR Section 503.13, Tables 1 and 3.
- 10. Within gradation limits in Table 212-4.1.2 (ASTM D 422 sieve analysis or approved equivalent)

Sieve Size	Percent Passing (by weight)
1 inch	99 to 100
1/2 inch	90 to 100
1/4 inch	40 to 90
No. 200	2 to 10

Table 212-4.1.2 (A) Compost Gradation Limits

212-4.2 Agricultural Suitability. The Contractor shall submit the source and location of BSM, a physical sample, and accompanying and current test results by a third party independent agronomic laboratory reflecting compliance with Contract Documents to the Engineer at least 30 Days prior to ordering materials.

No planting shall begin until test results confirm the agricultural suitability of the BSM. The Contractor shall submit a written request for approval which shall be accompanied by written analysis results from a written report of a testing agency registered by the State for agricultural soil evaluation which indicates compliance which states that the tested material proposed source complies with these specifications. Third party independent laboratory tests shall be paid for by the Contractor.

The BSM shall be suitable to sustain the growth of the plants specified and shall conform to the following requirements:

- a) pH range: 6.0-7.8
- b) Salinity less than 3.0 millimho/cm (electrical conductivity)
- c) Sodium adsorption ration (SAR) less than 3.0
- d) Chloride less than 150 ppm

The test results shall show the following information:

- a. Date of Testing
- b. Project Name
- c. The Contractor's Name

- e. Estimate of Quantity Needed
- f. pH
- g. EC
- h. Elements: phosphorus, potassium, iron, manganese, zinc, copper, boron, calcium, magnesium, sodium, sulfur, molybdenum, nickel, aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, mercury, selenium, silver, strontium, tin, and vanadium
- i. Soil adsorption ratio
- j. Carbon/nitrogen ratio
- k. Moisture content
- 1. Organic Content
- m. An assessment of agricultural suitability based on test results
- n. Recommendations for adding amendments, chemical corrections, or both.

BSM which requires amending to comply with these specifications shall be uniformly blended prior to importation. Third party independent laboratory test results reflecting compliance with above requirements shall be provided to the Engineer prior to the delivery of the BSM.

212-4.3 Delivery, Storage and Handling. The Contractor shall not deliver or place soils in frozen, wet, or muddy conditions.

The Contractor shall protect soils and mixes from absorbing excess water and from erosion at all times. The Contractor shall not store materials unprotected from large rainfall events. The Contractor shall not allow excess water to enter site prior to compaction. If water is introduced into the material after grading, the Contractor shall allow material to drain or aerate to optimum compaction moisture content.

212-4.4 Quality Control and Acceptance. Close adherence to the material quality controls herein are necessary in order to assure sufficient permeability to infiltrate runoff at a minimum rate of 5 inches per hour during the life of the facility, and to support healthy vegetation. Amendments may be included to adjust agronomic properties. Acceptance of the material will be based on test results conducted no more than 120 days prior to delivery of the blended BSM to the project site and certified to be representative. For projects installing more than 100 cubic yards of BSM, batch-specific tests of components and blended mix are required and locations of material batches shall be provided to the Engineer.

SECTION 300 – EARTHWORK

- **300-1.1** General. To the City Supplement, ADD the following:
 - 4. Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all Clearing and Grubbing required to accomplish the Work. Clearing and Grubbing shall also include saw cutting, demolition, removal an disposal of all existing improvements (up to 36 inches in depth) including, but not limited to, soil, pavement (Asphalt Concrete, Cement Treated Base, Unclassified Materials), sidewalk, curb and gutter, fence removal and disposal where identified, abandoned utilities, curb inlets and utility structures (pull Boxes, etc.) planting, irrigation, median, tree trimming, tree removal, and all other existing improvements that are shown on the plans for removal, directed by the Resident Engineer to be removed, or otherwise required to perform the work.
- **300-1.4 Payment.** To the City Supplement, item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. Payment for existing pavement removal and disposal of up to 12 inches thick, within the excavation e.g., trench limits, shall be included in the Bid item for the installation of the mains or the Work item that requires pavement removal.
- **300-2.9 Payment.** ADD the following:

Payment for Unclassified Excavation shall include the removal of material to subgrade or placement of excess materials to subgrade in order to construct improvements per plans. This includes required compaction and removal and disposal of excess material and no additional payment shall be made therefore.

SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1.7 Payment. To the City supplement. ADD the following:

Payment for Adjusting Existing Utilities shall include Reclaim Water Gate Valve, Reclaim Water Manhole Frame & Cover, Potable Water Gate Valve, Water Meter Boxes, Water Meter Vault, Sewer Cleanouts, Storm Drain Cleanout and Fire Hydrant to grade shall be included in the cost of each Contract Unit Price.

If no provision for utility adjustment or reconstruction is made, payment for such work will be deemed to be included in the other items of work and no additional payment will be made.

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 the placement of asphalt concrete or the application of slurry, you shall complete all necessary preparation and repair Work to the road segment.
- 2. Unless otherwise specified, preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, and removal of pavement markings.
- 3. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others to expose firm and unyielding pavement.
- 4. You shall prepare subgrade as needed and install a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 5. If the base material is exposed in order to achieve the minimum specified depth, the material shall be compacted to 95% relative compaction (dig out). Compaction tests shall be made to ensure compliance with the specifications.
- 6. The Engineer shall determine when and where the test shall occur. The City will pay for the soils testing required by the Engineer which meets the required compaction. You shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, you shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base".
- 7. Recycled base material shall conform to crushed miscellaneous base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
- 8. 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".
- 9. You 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".
- 10. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
- 11. Following the asphalt placement, you 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, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.

- 12. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) 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 you shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base".
 Recycled base material shall conform to crushed miscellaneous aggregate base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
 - c) You 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.
 - e) Base Repairs with RAC. Areas where failed paving is removed either by cold milling or by excavation shall be restored to existing pavement grade with ³/₄ inch (19.1 mm) RAC at 8 inch (203.2 mm) depth unless otherwise directed by the Engineer. These areas have been marked on the street as "DO". The asphalt concrete shall be B3-PG 64-10 as specified in 400-4, "Asphalt Concrete". Preliminary quantities are identified in the Contract Appendix but may need to be increased and approved by the Engineer at the time of construction. Base repairs shall not exceed 15% RAP in content.
 - f) Unscheduled Base Repair with RAC. If paving operations cause damage outside of your control and require additional base repair, the areas shall be removed either by cold milling or by excavation and shall be restored to existing pavement grade with ³/₄ inch (19.1 mm) RAC at 8 inch (203.2 mm) depth unless otherwise directed by the Engineer. The asphalt concrete shall be B3-PG 64-10 as specified in 400-4, "Asphalt Concrete". Unscheduled base repairs shall not exceed 15% RAP.
 - g) A base repair is considered unscheduled when it is not identified on the pavement with a "DO" or when you are directed by the Engineer to perform a base repair for the proper placement of an asphalt overlay.

302-3.1	Asphalt Patching.			
	1.	Asphalt patching shall consist of patching potholes, gutter-line erosions, and other low spots in the pavement that are deeper than $\frac{1}{2}$ inch (12.7 mm) in accordance with 302-5.6.2, "Density and Smoothness".		
	2.	The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. You shall identify any new areas that may require patching prior to slurry Work to ensure the smoothness and quality of the finished product.		
	3.	You shall identify and repair any areas that may require patching prior to the placement of slurry seal for a smooth and finished product.		
	4.	Asphalt overlay shall not be applied over deteriorating pavement. Preparatory asphalt Work shall be completed and approved by the Engineer before proceeding with asphalt overlay.		
	5.	You 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 in accordance with 302-5.4, "Tack Coat".		
	7.	Following the asphalt placement, you shall roll the entire patch in both directions and shall cover the patch at least twice.		
	8.	After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.		
	9.	Base repairs shall not exceed 15% RAP in content.		
302-3.2	Pay	ment.		
	1.	The payment for the replacement of existing pavement when required shall be included in the Contract Unit Price for "Asphalt Pavement Repair" for the total area replaced and no additional payment shall be made regardless of the number and size 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 your failure to protect existing improvements. You 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 the appendices are given only for your 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 precedence 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, you 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. The payment for preparatory repair Work and tack coating shall be paid at the Contract Unit Price for "Asphalt Pavement Repair".
- 5. The payment for milling shall be included in the Bid item for "Asphalt Pavement Repair" unless Bid items for asphalt milling Work has been provided.
- 6. The payment for miscellaneous asphalt patching shall be included in the Contract Unit Price for the slurry Work and no additional payment shall be made, unless a Bid item for "Miscellaneous Asphalt Patching" has been provided.
- **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 303 - CONCRETE AND MASONRY CONSTRUCTION

303-4 MASONRY CONSTRUCTION

303-4.1.2 Construction. ADD the following:

The proposed retaining wall shall be as specified on plans.

Compact all fill soils beneath wall footings to ninety percent (90%) of the maximum dry density.

After construction of retaining wall, apply two (2) coats of anti-graffiti coating to the face of wall in accordance with the manufacturer's recommendations. The coating shall have a five (5) year warranty and shall be "Hardgaurd PK-2 (clear)" or approved equal.

303-4.1.5 Measurement and Payment. ADD the following:

Retaining walls shall be measured by the square foot (SF) of the exposed face from the top of the footing up to the top of the wall. The bid contract price for Retaining Wall shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, minor grading, gravel, excavation and select pervious backfill behind the wall, retaining walls, including concrete, grout, mortar, reinforcement, footings, filter fabric, waterproofing, weep holes, gravel drains, 4" perforated PVC drain pipes, anti-graffiti coating, and all other work necessary to complete in place, as shown on the plans and as specified in these Special Provisions, and as directed by the Engineer.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVERWAYS.

303-5.9.1 Measurement and Payment. To the City Supplement, ADD the following:

- 7. The payment for Colored Stamped Concrete shall include the additional costs associated with adding integral color to each cubic yard of concrete and sand fill (min. height=2"). The payment for the Color Stamped Concrete shall be made at the contract Unit Price for Colored Stamped Concrete.
 - 8. All proposed median paving shall be colored, stamped concrete using the bomanite process or equal. The color shall be "Streadman Buff" Lithochrome color hardener with a 6" X 6" tile pattern. Provide expansion felt against back of curb and joints every 25 linear feet of paving.
- **303-6.4 Curing.** DELETE in its entirety and SUBSTITUTE with the following:

Curing materials for colored stamped concrete, See 303-7.4.

303-7.1 General. DELETE in its entirety and SUBSTITUTE with the following:

Coloring for stamped concrete shall be Method B (Integral Color). Contractor shall provide the City with a sample board to be approved by the Resident Engineer before purchasing the color. All proposed median paving shall be colored, stamped concrete, using the bomanite process or equal the color shall be Streadman Buff Lithochrome color hardener with a 6" X 6" tile pattern. Provide expansion felt against back of curb and expansion joints every 25 linear feet of paving.

303-7.4 Curing. DELETE in its entirety and SUBSTITUTE with the following:

Curing material for the colored stamped concrete shall conform to ASTM C 309 and be specifically intended for use on dry shake surface colored concrete. The curing material shall be clear and shall also perform as a surface sealer that provides resistance to abrasion, staining, chemicals, weather, and ultraviolet light. The curing material for colored and stamped concrete shall be SCOFIELD Curseal- W as manufactured by L.M. Schofield Company (6533 Bandini Blvd., Los Angeles, CA, 90040; Inquires (800) 800-9900; Phone: (323) 720-3000; Fax; (323) 720-3030; www.scofield.com) or approved equal.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE

304-3.4 Measurement and Payment. ADD the following:

The Linear Foot price for Remove and Install Salvaged Chain Link Fence (Black Vinyl Coated H=4') (UCSD) on New Posts and Remove and Install Salvaged Chain Link

Fence (Black Vinyl Coated H=6') (La Jolla Country Day School) shall include the removal of the existing fence, posts and concrete and all materials, labor, fence, mesh, concrete and incidentals for the removal and installation salvaged of fence and new posts including top posts and incidentals and no other compensation will be allowed.

The Linear Foot price for Temporary Construction Chain Link Fence H=6' with 480' salvaged Green Privacy Screen (La Jolla Country Day School) between Eastgate Mall and Health Sciences Dr. shall include the installation of fence, posts, mesh and removal of fence and posts, all materials, labor and incidentals and no other compensation will be allowed.

The Linear Foot price for Reinstall Green Privacy Screen H=6' (La Jolla Country Day School) on chain Link Fence and Temporary Construction Chain Link Fence H=6' with 480' Green Privacy Screen (La Jolla Country Day School) between Eastgate Mall and Health Sciences Dr. and shall include the removal of the existing fence, screen, all materials, labor and incidentals and for the reinstalling the privacy screen and no other compensation will be allowed.

The Unit Price for Chain Link Rolling Gate (Black Vinyl Coated H=6', W=25') and all Appurtenances for the Driveway (La Jolla Country Day School), Chain Link Rolling Gate (Black Vinyl Coated H=6', W=14') and all Appurtenances for the Driveway (La Jolla Country Day School) shall include the removal of the existing fence, posts and concrete and all materials, labor, fence, posts, mesh, concrete and incidentals for the new fence and no other compensation will be allowed.

The Unit Price for Chain Link (Black Vinyl Coated, H=4', W=3') Swing Gate and all Appurtenance and Chain Link (Black Vinyl Coated, H=6', W=24') Swing Gate and all Appurtenances shall include the removal of the existing gate, posts, concrete and all materials and labor and providing gate, posts, mesh, concrete and incidentals for the new gate and no other compensation will be allowed.

OPEN TRENCH OPERATIONS. To the City Supplement, CORRECT section

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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

306-1

numbering as follows:

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 307 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

307-1.2 Maintaining Existing and Temporary Electrical Systems. ADD the following:

Throughout the duration of the work, the intersection shall remain lighted at all times with existing or equivalent street lighting between the hours of 4:00 P.M. and 7:00 A.M. Shutdown of street lighting will be permitted daily from 7:00 A.M. to 4:00 P.M.

Owners of the various utilities on and near the job site are tabulated as follows:

<u>UTILITY</u>	OWNER
Electrical Power and Gas	San Diego Gas and Electric Company
Telephone Facilities	АТ&Т
Cable Television	Cox Cable/Time Warner Cable
Water, Sewer and Drainage	City of San Diego

For additional contact information refer to section 5-4 Relocation.

The Contractor will be required to work around existing utilities shown on the plans. Where no relocation of such facilities is scheduled, this requirement shall exist for the total period of the Contract. Relocated utilities shall be protected as provided elsewhere in these Special Provisions, the State Standard Specifications and the City Standard Specifications.

307-2 PAYMENT. To the City Supplement, ADD the following

- 4. Payment for adjusting existing pull box to grade shall be made at the Contract unit price for Traffic Signal Modification & Street Lighting System.
- 5. An SDG&E service order will be provided to the Contractor. Payment for connecting to SDG&E and the new power service shall be paid by the Contractor out of the SDG&E Service Order Fee allowance.
- 6. The contract Lump Sum price paid for the Traffic Signal Modification & Street Lighting System and Type 15 Street Light Pole shall include full

compensation for removal and salvaging of existing poles and equipment, furnishing and installing street light and traffic signal standards, poles and pedestals, vehicle detector loops, signal & lighting electrical service and switches, video detection, luminaries, lamps, ballasts, electrical conduits, conductors and cable, pull boxes, pull box adjustment, traffic loops, signal heads, emergency vehicle preemption equipment, installation of new controller assembly, new conflict monitor unit, and all other such items as required on the Plans or these Special Provisions necessary to provide a complete and operational traffic signal systems, except for Work covered in separate bid items, and no additional compensation will be allowed.

7 The contract unit price paid for Type 15 Street Light Pole, Foundation, Mast Arm & 103-133W LED Fixture & 10 amp fuse w/fuse cartridge in Pull Box shall include full compensation for furnishing all labor, materials testing, tools, street light, pull boxes, street light base, shield, junction boxes, handholes, conduit, cable, conductors, fuse cartridge, equipment and incidentals and for doing all work involved in Street Light system, complete in place, as shown on the contract plans, as required in the specifications and these special provisions, and as directed by the Engineer, except for work itemized separately, and no additional compensation will be allowed.

SECTION 308 - LANDSCAPE AND IRRIGATION INSTALLATION

ADD:

308-2.5 Bioretention Soil Media. Bioretention Soil Media shall be thorough mixed prior to delivery using mechanical mixing. BSM shall be lightly tamped by hand and placed in loose lifts no greater than 6" to ensure proper compaction. Compaction within the BSM area will not exceed 75% standard proctor within the designed depth of the BSM.

Machinery shall not be used in the bioretention facility to place the BSM. A conveyor or spray system shall be used for media placement in large facilities.

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

308-8 PAYMENT. ADD the following:

- 1. Work related to tree maintenance shall be included in the Bid items as follows:
 - Root Barrier (LF)
 - 36" Box Tree (EA)
 - 5 Gallon Container Plant (EA)
 - 1 Gallon Container Plant (EA)
- 2. BSM and Class 2 Permeable Gravel shall be measured and paid per Cubic Yard installed. The installation of the pervious backfill material as specified in

the Contract Documents and as directed by the Engineer shall be included in the payment.

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

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

The Contract Lump Sum bid price for traffic striping, curb and pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting traffic stripes and bike lane striping, curb and pavement markings, and the removal of all existing stripes and markings in conflict with the proposed plan or otherwise called out for removal, repainting, temporary striping, completed in place in accordance with Plans, Standard Specifications and these Special Provisions, and as directed by the Engineer.

314-4.4.6 Payment. DELETE in its entirety and SUBSTITUTE with the following:

Painting traffic stripes, pavement markings, reflectors, raised reflective pavement markings including curb markings, curb painting, thermoplastic arrows, thermoplastic continental cross walks, arrows and the removal of all existing stripes and markings in conflict with the proposed striping Plan, if needed, or otherwise called out for removal and temporary striping, complete in place in accordance with the Plans, the Standard Specifications, and these Special Provisions, and as directed by the Engineer shall be included in the Contract lump sum price for Thermoplastic Traffic Striping.

SECTION 701 – WATER POLLUTION CONTROL

701-11 **Post-Construction Requirements.** To the City Supplement, item 2, ADD the following:

You shall comply with the following post-construction requirements:

- 1. See plans and water quality technical report.
- 701-13.8.4 Payment. To the City Supplement, item 2, ADD the following:
 - 17. Payment for Baysaver 3K Bayseparator will be paid for Each unit and shall include full compensation for furnishing all labor, materials, tools, equipment, excavation, re-compaction, structural backfill, grading, joints, concrete, forming, reinforcing steel, independent third party testing, and appurtenant items necessary to construct the item complete in place as shown on plans as required by specification and directed by the Engineer.
 - Payment for Modular Wetlands System Type, MWS-L-4-15-C, MWS-L-4-21-C, MWS-L-8-8-C and MWS-L-8-16-C, or approved equal will be paid for

Each unit and shall include full compensation for furnishing all labor, materials, tools, equipment, excavation, re-compaction, structural backfill, grading, joints, concrete, forming, reinforcing steel, independent third party testing, and appurtenant items necessary to construct the item complete in place as shown on plans as required by specification and directed by the Engineer.

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 Regents Road Widening, Project No. 166917, as referenced in the Contract Appendix "A". 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

Regents Road Widening Executive Drive to Genesee Avenue Appendix A – Notice of Exemption (Rev. July 2015)

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.: 166917

PROJECT TITLE: REGENTS ROAD WIDENING

PROJECT LOCATION-SPECIFIC: Road widening of Regents Road, between Genessee Avenue and Executive Drive.

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

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: Widen Regents Road between Genessee Avenue and Executive Drive, including the expansion of the existing one travel lane in each direction to two travel lanes in each direction; new and upgraded signalized intersections; new street markings/striping; minor landscaping; sidewalk modifications; storm drain modifications; and pedestrian ramp installations.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Jason Guise, Project Engineer

City of San Diego Engineering & Capital Projects Department Right of Way/Major Streets Division 600 B Street, MS 908A San Diego, CA 92101 (619) 533-4665

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: (SEC. 15301, EXISTING FACILITIES)

REASONS WHY PROJECT IS EXEMPT: The project is the maintenance and minor alteration of existing street, sidewalk, gutter, and similar facilities within existing right-of-way.

LEAD AGENCY CONTACT PERSON: Myra Herrmann/Jeff Szymanski

TELEPHONE: (619) 446-5324

IF FILED BY APPLICANT:

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

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

ERRMANN, SENIOR PLANNER

2/18/2010

CHECK ONE: (X) SIGNED BY LEAD AGENCY () SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

Revised February 18, 2010mjh

Regents Road Widening Executive Drive to Genesee Avenue Appendix A - Notice of Exemption (Rev. July 2015)

APPENDIX B

FIRE HYDRANT METER PROGRAM

Regents Road Widening Executive Drive to Genesee Avenue Appendix B - Fire Hydrant Meter Program (Rev. July 2015)

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

1. **PURPOSE**

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

2. <u>AUTHORITY</u>

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

Reference

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

3. **<u>DEFINITIONS</u>**

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

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

4. <u>POLICY</u>

- 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 ¹/₂" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.
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DEPARTMENT INSTRUCTIONS | NUMBER
_DI-55.27 | DEPARTMENT
Water Department |
|---|---------------------|--------------------------------|
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| FIRE HYDRANT METER PROGRAM
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- 2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
- 3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
- 4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
- 5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
- 6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
- 7. All private fire hydrant meters shall have backflow devices attached when installed.
- 8. The customer must maintain and repair their own private meters and private backflows.
- 9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
- 10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 **Relocation of Existing Fire Hydrant Meters**

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

4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. MOBILE METER

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

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

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

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

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

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7. <u>FEE AND DEPOSIT SCHEDULES</u>

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

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

8. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

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

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

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

Ny of Son Diego BRIDI IP IITHIITHES	a <u> </u>	re (EXH			-{For-Office	-Use-Onh	v}	
PUBLIC UTILITIES Water & Wasterwater	Hydrant Meter		ļ	NS REQ	4	FAC#		······
Ne harris				DATE	, 433	BY		
	METER SHOP (619) 52	27-7449	Analia	ation Date	******	Destroct	ed Install	Pin h o s
Meter Information			- Applice			nequest	eu nistan	
Fire Hydrant Location: (Attach De	tailed Map//Thomas Bros. Map Locat	lon or Consti	ruction d	lrawing.) <u>Zip:</u>		<u>T.B.</u>		<u>G.B. (CITY USE</u>
Specific Use of Water:				*******		****		
Any Return to Sewer or Storm Dra	ain, if so , explain:		****	*****		····		******
Estimated Duration of Meter Use:		1000-100-000-000-000-000-000-000-000-00				Check Bc	, x if Recia	imed Water
ompany Information	An	51						
Company Name:				(11),				
Mailing Address:	ndhaaaaaadaadaa,aaaaaaaaaaaaaaaaadaddadaaaaaa					dt		
City:	State:	Zi	lp:	*******	Phon	e: ()	******
*Business license#		*Cont	ractor	license#				******
A Copy of the Contractor'	s license OR Business Licens	e is requir	ed at t	the time c	ofmeter	issuan	ice.	*******
Name and Title of Billi (PERSON IN ACCOUNTS PAYABLE)	ing Agent:	*****			Phon	e: ()	×.
Site Contact Name and	d Title:			*	Phon	e: ()	
Responsible Party Nar	ne:			-	Title:			
Cal ID#					Phon	e: (.	.)	
Signature:	······································	Da	ite:					
Guarantees Payment of all Charges Re	sulting from the use of this Meter. Insure	s that employe	es of this	Organization	understand	the prope	r use of Fli	re Hydrant Mete
		1. x.						
Fire Hydrant Meter	Removal Request		Rei	quested Re	emoval D	ate:		
Provide Current Meter Location if	Different from Above:		***************************************				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	*****
Signature:	μ ¹ 999-μ ¹ ντα το στο στο το τ		Title:	· · · · · · · · · · · · · · · · · · ·	,	************************	Date:	
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Тижном и колон 643 или 1. же е

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	City Meter		Private	Meter					
Con	tract Acct #:	·	1	(Deposit Amount:	\$ 936.00	Fees Amou	nt: \$62.()0
Met	er Serial #			٠	Meter Size: 0	5	Meter Mak	e and Style:	6-7
Back	flow #				Backflow Size:	*	Backflow Make and S	ityle:	
Nam	16:				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. Ероху

APPENDIX D

SAMPLE CITY INVOICE

Regents Road Widening Executive Drive to Genesee Avenue Appendix D - Sample City Invoice (Rev. July 2015)

City of San Diego, Field Engineering Div., 9485 A	Aero Drive, SD CA 92123	Contractor's Name:	
Project Name:		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	Invoice No.
Resident Engineer (RE):		Contractor's fax #:	Invoice Date:
RE Phone#:	Fax#:	Contact Name:	Billing Period: (to

Item #	Item Description		Contrac	t Authorizati	on		Previous	s Totals	To Date	This	s Estimate	Totals	to Date
		Unit	Price	Qty	Ext	ension	%/QTY	A I	nount	%/QTY	Amount	%/QTY	Amount
1					\$	-		\$	-		\$ -	0.00%	\$ -
2					\$	-		\$	-		\$ -	0.00%	\$ -
3					\$	-		\$	-		\$ -	0.00%	\$ -
4					\$			\$			\$ -	0.00%	\$ -
5					\$	-		\$	-		\$	0.00%	
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11					\$	-		\$	-		<u>\$</u>	0.00%	
12					\$	-		\$	-		<u>\$</u>	0.00%	
13					\$	-		\$			<u>\$</u>	0.00%	
14					\$	-		\$	-		\$	0.00%	<u>\$</u>
15					\$			\$	-		\$	0.00%	\$
16					\$	-		\$	-		<u>\$</u>	0.00%	
17	Field Orders				\$	-		\$			<u>\$</u> -	0.00%	
18					\$	-		\$	-		<u>+</u> -	0.00%	\$ -
	CHANGE ORDER No.				\$	-		\$			<u> </u>	0.00%	\$
					\$	-		T	-	ļ]	<u>\$</u>		\$ -
	Total Authorized	d Amount (including approve	ed Change Order)		\$	-		\$	-	j [\$	Total Billed	\$ -
	Total Authorized	d Amount (including approve	ed Change Order)		\$ \$			\$ \$			Ψ	0.00% Total Billed	÷

SUMMARY

A. Original Contract Amount	¢	-	I certify that the materials	Retention and/or Escrow Payment Schedu	le
			-		
B. Approved Change Order #00 Thru #00	\$			Total Retention Required as of this billing (Item E)	\$0.00
C. Total Authorized Amount (A+B)	\$	-	the quality and quantity specified	Previous Retention Withheld in PO or in Escrow	\$0.00
D. Total Billed to Date	\$	-		Add'I Amt to Withhold in PO/Transfer in Escrow:	\$0.00
E. Less Total Retention (5% of D)	\$	-	Resident Engineer	Amt to Release to Contractor from PO/Escrow:	
F. Less Total Previous Payments	\$	-			
G. Payment Due Less Retention		\$0.00	Construction Engineer		
H. Remaining Authorized Amount		\$0.00		Contractor Signature and Date:	

APPENDIX E

LOCATION MAP

Regents Road Widening Executive Drive to Genesee Avenue Appendix E - Location Map (Rev. July 2015)



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY/AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MCNALLY & COMPANY@ to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY@. It is unlawful to copy or reproduce all or any part therof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY@ NAND MCNALLY & MAND MCNALLY & COMPANY@ NAND MCNALLY &

APPENDIX F

CONTINENTAL CROSSWALK MARKING LAYOUT AND NOTES



Regents Road Widening Executive Drive to Genesee Avenue Appendix F - Continental Crosswalk Marking Layout and Notes (Rev. July 2015)



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APPENDIX G

UTILITY COORDINATION

Regents Road Widening Executive Drive to Genesee Avenue Appendix G- Utility Coordination (Rev. July 2015)

Location in the second se	Answer (a) Answer (b) Answer		Caller Term Control	Ref Contraction C
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APPENDIX H

REVISED STANDARD DRAWING DETAILS

Regents Road Widening Executive Drive to Genesee Avenue Appendix H – Revised Standard Drawing Details (Rev. July 2015)



- 8. WALL THICKNESS AND REINFORCING STEEL REQUIRED MAY BE DECREASED IN ACCORDANCE WITH TABLE LOCATED ON SHEET 2.
- 9. WALL THICKNESS SHALL BE STEPPED ON THE OUTSIDE OF THE BOX.
- 10. WHEN THE STRUCTURE DEPTH V EXCEEDS 4', STEPS SHALL BE CAST INTO THE WALL AT 15" INTERVALS FROM 15" ABOVE FLOOR TO WITHIN 12" OF TOP OF STRUCTURE. PLACE STEPS IN WALL WITHOUT PIPE OPENING, OTHERWISE OVER OPENING OF SMALLEST DIAMETER.
- 11. ALTERNATE STEP MAY BE AN APPROVED STEEL REINFORCED POLYPROPYLENE STEP.
- 12. UPON APPROVAL OF THE ENGINEER, AS DEFINED BY SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, THE USE OF PRECAST STORM STRUCTURES IS ACCEPTABLE A AN ALTERNATE TO CAST-IN-PLACE. PRECAST UNITS SHALL CONFORM TO ASTM STANDARDS AND BE MANUFACTURED IN A PERMANENT FACILITY DESIGNED FOR THAT PURPOSE.
- 13. TYPICAL REINFORCEMENT LAP SHALL BE 30 TIMES THE BAR DIAMETER MINIMUM. DIMENSION T SHALL BE 6" MINIMUM.
- 14. MARK EVERY STORM DRAIN INLET WITHIN THE PROJECT BOUNDARIES WITH ADHESIVE DECAL-DISCS ON EXISTING INLETS OR AN IMBEDED CONCRETE STAMP ON NEW INLETS.
- 15. ON CURB INLETS, PLACE MARKER ON TOP OF THE INLET ROOF. ON CATCH BASIN, IMPRINT STAMP NEXT TO INLET GRATE.

16.	NO	RECYCLED	WATER	SHALL	ENTER	INTO	STORM	DRAIN.
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SHEET 1 OF 2

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE		
ORIGINAL*	KA	J, NAGELVOORT	01/12		CAthungea 7/21/15		
UPDATED	FR	J. NAGELVOORT	07/15	INLETS AND CLEANOUTS	COORDINATOR R.C.E. 56523 DATE		
				INLETS AND CLEANOUTS			
				NOTES AND DETAILS	DRAWING SDD-114		

MAXIMUM SPAN X OR Y	DEPTH V	THICKNESS T	HOR, & FLF REINF.	
3'-0" TO 4'-0"		6"	#4	18"
4'-1" TO 7'-0"	4'0"	6"	#4	12"
7'-0" TO 8'-0"		6"	#4	8"
3'-0" TO 4'-0"		6"	#4	18"
4'-1" TO 5'-0"		6"	#4	12"
5'-1" TO 6'-0"	4'1" TO 8'-0"	6"	#4	8"
6'-1" TO 8'-0"		6"	#4	6"
3'-0" TO 4'-0"		6"	#4	15"
4'-1" TO 5'-0"		8"	#4	12"
5'–1" TO 6'–0"	8'–1" TO 12'–0"	8"	#4	8"
6'-1" TO 8'-0"		8"	#4	6"
3'-0" TO 4'-0"		8"	#4	12"
4'1" TO 5'0"		8"	#4	12"
5'-1" TO 6'0"	12'–1" TO 16'–0"	8"	#4	8"
6'-1" TO 7'-0"	~	8"	#4	6"
7'-1" TO 8'-0"		8"	#5	8"
3'-0" TO 4'-0"		8"	#4	12"
4'-1" TO 5'-0"		10"	#4	12"
5'-1" TO 6'-0"	16'–1" TO 20'–0"	10"	#4	8"
6'-1" TO 7'-0"		10"	#4	6"
7'–1" TO 8'–0"	-	10"	#5	8"
3'-0" TO 4'-0"		8"	#4	12"
4'-1" TO 5'-0"		10"	#4	12"
5'-1" TO 6'-0"	20'–1" TO 24'–0"	10"	#4	8"
6'-1" TO 7'-0"		10"	#4	6"
7'–1" TO 8'–0"	1	12"	#5	8"

				NOTES AND DETAILS	DRAWING SDD-114		
UPDATED	FR	J. NAGELVOORT	07/15	INLETS AND CLEANOUTS	COORDINATOR R.C.E. 56523 DATE		
ORIGINAL*	KA	J. NAGELVOORT	01/12	OTT OF SAN DIEGO - STANDARD DRAWING	CAHINGOD		
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO		
					SHEET 2 OF 2		

Regents Road Widening Executive Drive to Genesee Avenue Appendix H - Revised Standard Drawing Details



	TYPE 1	TYPE 2
	ASPHALT	ASPHALT PLUS BASE
MIX DESIGN	3/4" TYPE III CLASS B3	3/4" TYPE III CLASS B3 PLUS CLASS II BASE
ALLEYS	8.0"	ASPHALT THICKNESS TO EQUAL
LOCAL THROUGH 4 LANE COLLECTORS	10.0"	EXISTING PLUS 1", MIN 4" TO MAX. 9".
MAJOR	12.0"	COMBINED ASPHALT PLUS BASE 18" MIN.

NOTES:

- 1. ANY STREET TRENCH 7 FEET IN WIDTH OR GREATER AND LONGER THAN 100 FEET IN OVERALL LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION PER SCHEDULE "J" (SDG-113).
- 2. ASPHALT TRENCH CAPS IN STREETS NOT RECEIVING A FULL WIDTH OVERLAY PRIOR TO ACCEPTANCE SHALL BE MILLED AS SHOWN AND RESURFACED WITH 1/2" TYPE III CLASS C2 ASPHALT NO LESS THAN 30 DAYS AFTER INITIAL ASPHALT PLACEMENT.
- 3. WHEN DIRECTED BY CITY ENGINEER OR SHOWN ON THE PLANS, CONCRETE PER SDG-108 (NOTE #5) MAY BE PLACED; A 1/8" - 1/4" WEARING SURFACING OF TYPE III CLASS F ASPHALT CONCRETE WILL BE REQUIRED.

REVISION	ВY	APPRO VE D	DATE	CITY OF SAN DIEGO - STANDARD DBAWING	RECOMMENDED BY THE CITY OF SAN DIEGO
ORIGINAL		J.P. CASEY	1⁄24⁄89		Chtringea
UPDATED	KA	J. NAGELVOORT	01/12		COORDINATOR B.C.E. 3523 DATE
UPDATED	KA	J. NAGELVOORT	4⁄13	TRENCH RESURFACING FOR ASPHALT	
UPDATED	BB	J. NAGELVOORT	1/14	CONCRETE SURFACED STREETS	DRAWING SDG-107
					NUMBER

2ND LIFT PIN FOR - 2" METER BOX ONLY LOGO (SD CITY WATER) - LIFT PIN -	H H H H H H H H H H H H H H H H H H H	23 141" FOR 1" METER BOX
	NOTES: 1. LID SHALL WITHSTAND AASHTO H–20 (ASTM 857). 2. LID SHALL HAVE NON–SKID SURFACE.	
		SHEET 1 OF 2
REVISION BY APPROVED DATE ORIGINAL SS A. OSKOUI 1203	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE CAADungea 6/23/2014
UPDATED KA J. NAGELVOORT 01/12		
UPDATED BB J. NAGELVOORT 06/14	METER BOX POLYMER CONCRETE COVER	DRAWING SDW-136
<u> </u>		



NOTES: 1 INSTALL CORPORATION STOP WITH KEY IN THE SIDE POSITION 2 SET TOP OF METER BOX FLUSH WITH SIDEWALK, CURB, OR FIN 3 LOCATE METER BOX 4 INSTALL VARNING / IDENTIFICATION TAPE 5 ONLY APPROVED BRASS MECHANICAL COUPLING DEVICES ALL 6 ON STEEL MAINS USE WELD ON COUPLINGS, ON DUCTILE IRO 9 DICTILE IRON SERVICE SADDLES (INSULATING BUSHINGS ARE 1 BRONZE PIPE SADDLES ARE REQUIRED FOR ALL TAPS INTO P	5 C C C C C C C C C C C C C)E	FINISH GRADE
(PVC) WATER MAIN. TOP TAPS ARE NOT PERMITTED.			LEGEND ON PLANS
ITEM SIZE AND DESCRIPTION	ITEM NO	SIZE AND D	ESCRIPTION
 WATER MAIN WATER MAIN	6 7 8 9	Water Meter Furnished & By The City Meter Box With Lid, #37: 28" x 18" Customer Shut-Off Valve Furnished and Installed E 38" Rock, 4" to 6" deep	(LOCKABLE) 3Y THE CITY
REVISION BY APPROVED DATE CITY OF SAN DIEGO DRIGINAL* KA J. NAGELVOORT 01/12 UPDATED KA J. NAGELVOORT 03/13 			RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
Regents Read Widening Executive Drive to Genesee Avenue Appendix H - Revised Standard Drawing Details			NUMBER 100 Page

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APPENDIX I

MODULAR SUBSURFACE FLOW WETLAND SYSTEM

Regents Road Widening Executive Drive to Genesee Avenue Appendix I – Modular Subsurface Flow Wetland System (Rev. July 2015)



Section [____] Modular Subsurface Flow Wetland System

PART 1 – GENERAL

01.01.00 Purpose

The purpose of this specification is to establish generally acceptable criteria for Modular Subsurface Flow Wetland Systems used for biofiltration of stormwater runoff including dry weather flows and other contaminated water sources. It is intended to serve as a guide to producers, distributors, architects, engineers, contractors, plumbers, installers, inspectors, agencies and users; to promote understanding regarding materials, manufacture and installation; and to provide for identification of devices complying with this specification.

01.02.00 Description

Modular Subsurface Flow Wetland Systems (MSFWS) are used for filtration of stormwater runoff including dry weather flows. The MSFWS is a pre-engineered biofiltration system composed of a pretreatment chamber containing filtration cartridges, a horizontal flow biofiltration chamber with a peripheral void area and a centralized and vertically extending underdrain, the biofiltration chamber containing a sorptive media mix which does not contain any organic material and a layer of plant establishment media, and a discharge chamber containing an orifice control structure . Treated water flows horizontally in series through the pretreatment chamber cartridges, biofiltration chamber and orifice control structure.

01.03.00 Manufacturer

The manufacturer of the MSFWS shall be one that is regularly engaged in the engineering design and production of systems developed for the treatment of stormwater runoff for at least (10) years, and which have a history of successful production, acceptable to the engineer of work. In accordance with the drawings, the MSFWS(s) shall be a filter device Manufactured by Bio Clean Environmental Services, Inc., or Modular Wetland Systems, Inc., or assigned distributors or licensees. Bio Clean Environmental Services Inc., and Modular Wetland Systems, Inc., can be reached at:

Corporate Headquarters: Bio Clean Environmental Service, Inc. 2972 San Luis Rey Road Oceanside, CA 92058 Phone: (760) 433-7640 Fax: (760) 433-3176 www.biocleanenvironmental.net

Corporate Headquarters: Modular Wetland Systems, Inc. P.O. Box 869 Oceanside, CA 92049 Phone: (760) 433-7650 www.modularwetlands.net

Modular Subsurface Flow Wetland System Page 1 of 6



01.04.00 Submittals

01.04.01	Shop drawings are to be submitted with each order to the contractor and consulting engineer.
01.04.02	Shop drawings are to detail the MSFWS and all components required and the sequence for installation, including:
	 System configuration with primary dimensions Interior components
01.04.03	 Any accessory equipment called out on shop drawings Inspection and maintenance documentation submitted upon request.
01.04.05	inspection and maintenance documentation submitted upon request.

01.05.00 Work Included

01.05.01	Specification requirements for installation of MSFWS.
01.05.02	Manufacturer to supply components of the MSFWS(s):
	Pretreatment chamber components (pre-assembled)
	Concrete Structure(s)

- Concrete Structure(s)
- Biofiltration chamber components (pre-assembled)
- Flow control discharge structure (pre-assembled)

01.06.00 Reference Standards

ASTM C 29	Standard Test Method for Unit Weight and Voids in Aggregate
ASTM C 88	C 88 Standard Test Method for Soundness of Aggregates by Use of Sodium
	Sulfate or Magnesium Sulfate
ASTM C131	C 131 Standard Test Method for Resistance to Degradation of Small-Size
	Coarse Aggregates by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	C 136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C 330	C 330 Standard Specification for Lightweight Aggregate for Structural Concrete
ASTM D 698	Test Method for Laboratory Compaction Characteristics of Soil Using Standard
	Effort (12,400 ftlbf/ft3 (600 kN-m/m3)
ASTM D 1621	10 Standard Test Method for Compressive Properties Of Rigid Cellular Plastics
ASTM D 1777	ASTM D1777 - 96(2007) Standard Test Method for Thickness of Textile
	Materials
ASTM D 4716	Standard Test Method for Determining the (In-plane) Flow Rate per Unit Width
ASTIVI D 4710	and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head
AASHTO T 99-	Standard Method of Test for Moisture-Density Relations of Soils Using a 2.5-kg
01	(5.5-lb) Rammer and a 305-mm (12-in) Drop
AASHTO T 104	Standard Method of Test for Soundness of Aggregate by Use of Sodium Sulfate
	or Magnesium Sulfate
AASHTO T 260	Standard Method of Test for Sampling and Testing for Chloride Ion in Concrete
	and Concrete Raw Materials.
AASHTO T 288	Standard Method of Test for Determining Minimum Laboratory Soil Resistivity
AASHTO T 289	Standard Method of Test for Determining ph of Soil for Use in Corrosion Testing
AASHTO T 291	Standard Method of Test for Determining Water Soluble Chloride Ion Content in
	Soil
AASHTO T 290	T 290 Standard Method of Test for Determining Water Soluble Sulfate Ion
	Content in Soil



The Modular Subsurface Flow Wetland Systems (MSFWS) and all of its components shall be self-contained within a concrete structure constructed of concrete with a minimum 28 day compressive strength of 5,000 psi, with reinforcing per ASTM A 615, Grade 60, and supports and H20 loading as indicated by AASHTO. Each Chamber shall have appropriate access hatches for easy maintenance and sized to allow removal of all internal components without disassembly. All water transfer system components shall conform with the following;

- Filter netting shall be 100% Polyester with a number 16 sieve size, and strength tested per ASTM D 3787.
- Drainage cells shall be manufactured of lightweight injection-molded plastic and have a minimum compressive strength test of 6,000 psi and a void area along the surface making contact with the filter media of 75% or greater. The cells shall be at least 2" in thickness and allow water to freely flow in all four directions.

02.01.00 Pretreatment Chamber Components

- 02.01.01 <u>Filter Cartridges</u> shall operate at a loading rate not to exceed 3 gallons per minute per square foot surface area.
- 02.01.02 <u>Drain Down System</u> shall include a pervious floor that allows water to drain into the underdrain pipe that is connected to the discharge chamber.

02.02.00 Biofiltration Chamber Components

02.02.01	<u>Media</u> shall consist of ceramic material produced by expanding and vitrifying select material in a rotary kiln. Media must be produced to meet the requirements of ASTM C330, ASTM C331, and AASHTO M195. Aggregates must have a minimum 24-hour water absorption of 10.5% mass. Media shall not contain any organic material. Flow through media shall be horizontal from the outer perimeter of the chamber toward the centralized and vertically extending underdrain. The retention time in the media shall be at least 3 minutes. Downward flow filters are not acceptable alternatives. The thickness of the media shall be at least 19" from influent end to effluent end. The loading rate on the media shall not exceed 1.1 gallons per minute per square foot surface area. Media must be contained within structure that spaces the surface of the media at least 2" from all vertically extending walls of the concrete structure.
02.02.02	Planting shall be native, drought tolerant species recommend by manufacturer and/or landscape architect.
02.02.03	Plant Support Media shall be made of a 3" thick moisture retention cell that is inert and contains no chemicals or fertilizers, is not made of organic material and has an internal void percentage of 80%.

02.03.00 Discharge Chamber

The discharge device shall house a flow control orifice plate that restricts flows greater than designed treatment flow rate. All piping components shall be made of a high-density polyethylene. The discharge chamber shall also contain a drain down filter if specified on the drawing.

Modular Subsurface Flow Wetland System Page 3 of 6



PART 3 – PERFORMANCE

03.01.00 <u>General</u> 03.01.01

Function - The MSFWS has no moving internal components and functions based on gravity flow, unless otherwise specified. The MSFWS is composed of a pretreatment chamber, a biofiltration chamber and a discharge chamber. The pretreatment device houses cartridge media filters, which consist of filter media housed in a perforated enclosure. The untreated runoff flows into the system via subsurface piping and or surface inlet. Water entering the system is forced through the filter cartridge enclosures by gravity flow. Then the flow contacts the filter media. The flow through the media is horizontal toward the center of each individual media filter. In the center of the media shall be a round slotted PVC pipe of no greater than 1.5" in diameter. The slotted PVC pipe shall extend downward into the water transfer cavity of the cartridge. The slotted PVC pipe shall be threaded on the bottom to connect to the water transfer cavity. After pollutants have been removed by the filter media the water discharges the pretreatment chamber and flows into the water transfer system and is conveyed to the biofiltration chamber. Once runoff has been filtered by the biofiltration chamber it is collected by the vertical underdrain and conveyed to a discharge chamber equipped with a flow control orifice plate. Finally the treated flow exits the system.

- 03.01.02 <u>Pollutants</u> The MSFWS will remove and retain debris, sediments, TSS, dissolved and particulate metals and nutrients including nitrogen and phosphorus species, bacteria, BOD, oxygen demanding substances, organic compounds and hydrocarbons entering the filter during frequent storm events and continuous dry weather flows.
- 03.01.03 <u>Treatment Flow Rate and Bypass</u> The MSFWS operates in-line. The MSFWS will treat 100% of the required water quality treatment flow based on a minimum filtration capacities listed in section 03.02.00. The size of the system must match those provided on the drawing to ensure proper performance and hydraulic residence time.

Minimum Treatment Capabilities

• System must be capable of treating flows to the specified treatment flow rate on the drawings. The flow rate shall be controlled by an orifice plate.

PART 4 - EXECUTION

04.01.00 General

The installation of the MSFWS shall conform to all applicable national, state, state highway, municipal and local specifications.

04.02.00 Installation

The Contractor shall furnish all labor, equipment, materials and incidentals required to install the (MSFWS) device(s) and appurtenances in accordance with the drawings and these specifications.

Modular Subsurface Flow Wetland System Page 4 of 6

Regents Road Widening Executive Drive to Genesee Avenue Appendix I - Modular Subsurface Flow Wetland System (Rev. July 2015)



04.02.01	<u>Grading and Excavation</u> site shall be properly surveyed by a registered professional surveyor, and clearly marked with excavation limits and elevations. After site is marked it is the responsibility of the contractor to contact local utility companies and/or DigAlert to check for underground utilities. All grading permits shall be approved by governing agencies before commencement of grading and excavation. Soil conditions shall be tested in accordance with the governing agencies requirements. All earth removed shall be transported, disposed, stored, and handled per governing agencies standards. It is the responsibility of the contractor to install and maintain proper erosion control measures during grading and excavation operations.
04.02.02	
04.02.02	<u>Compaction</u> – All soil shall be compacted per registered professional soils engineer's recommendations prior to installation of MSFWS components.
04.02.03	<u>Backfill</u> shall be placed according to a registered professional soils engineer's recommendations, and with a minimum of 6" of gravel under all concrete structures.
04.02.04	<u>Concrete Structures</u> – After backfill has been inspected by the governing agency and approved the concrete structures shall be lifted and placed in proper position per plans.
04.02.05	Subsurface Flow Wetland Media shall be carefully loaded into area so not to damage the Wetland Liner or Water Transfer Systems. The entire wetland area shall be filled to a level 9 inches below finished surface.
04.02.06	<u>Planting</u> layer shall be installed per manufacturer's drawings and consist of a minimum 3" grow enhancement media that ensures greater than 95% plant survival rate, and 6" of wetland media. Planting shall consist of native plants recommended by manufacturer and/or landscape architect. Planting shall be drip irrigated for at least the first 3 months to insure long term plant growth. No chemical herbicides, pesticides, or fertilizers shall be used in the planting or care and maintenance of the planted area.

04.03.00 Shipping, Storage and Handling

- 04.03.01 <u>Shipping</u> MSFWS shall be shipped to the contractor's address or job site, and is the responsibility of the contractor to offload the unit(s) and place in the exact site of installation.
- 04.03.02 <u>Storage and Handling</u>- The contractor shall exercise care in the storage and handling of the MSFWS and all components prior to and during installation. Any repair or replacement costs associated with events occurring after delivery is accepted and unloading has commenced shall be born by the contractor. The MSFWS(s) and all components shall always be stored indoors and transported inside the original shipping container until the unit(s) are ready to be installed. The MSFWS shall always be handled with care and lifted according to OSHA and NIOSA lifting recommendations and/or contractor's workplace safety professional recommendations.

04.04.00 Maintenance and Inspection

04.04.01 <u>Inspection</u> – After installation, the contractor shall demonstrate that the MSFWS has been properly installed at the correct location(s), elevations, and with appropriate components. All components associated with the MSFWS and its installation shall be subject to inspection by the engineer at the place of installation. In addition, the contractor shall demonstrate that the MSFWS has been installed per the manufacturer's specifications and recommendations. All

Modular Subsurface Flow Wetland System Page 5 of 6


	components shall be inspected by a qualified person once a year and results of inspection shall be kept in an inspection log.
04.04.02	<u>Maintenance</u> – The manufacturer recommends cleaning and debris removal maintenance of once a year and replacement of the Cartridge Filters as needed. The maintenance shall be performed by someone qualified. A Maintenance Manual is available upon request from the manufacturer. The manual has detailed information regarding the maintenance of the MSFWS. A Maintenance/Inspection record shall be kept by the maintenance operator. The
	record shall include any maintenance activities preformed, amount and description of debris collected, and the condition of the filter.
04.04.03	<u>Material Disposal</u> - All debris, trash, organics, and sediments captured by the MSFWS shall be transported and disposed of at an approved facility for disposal in accordance with local and state requirements. Please refer to state and local regulations for the proper disposal of toxic and non-toxic material.

PART 5 – QUALITY ASSURNACE

05.01.00 Warranty

The Manufacturer shall guarantee the MSFWS against all manufacturing defects in materials and workmanship for a period of (5) years from the date of delivery to the _____. The manufacturer shall be notified of repair or replacement issues in writing within the warranty period. The MSFWS is limited to recommended application for which it was designed.

05.02.00 Performance Certification

The MSFWS manufacturer shall submit to the Engineer of Record a "Manufacturer's Performance Certificate" certifying the MSFWS is capable of achieving the specified removal efficiency for suspended solids, phosphorous and dissolved metals.

Modular Subsurface Flow Wetland System Page 6 of 6

APPENDIX J

STORMWATER TREATMENT UNITS SPECIFICATIONS - ONLINE SYSTEM



Stormwater Treatment Unit(s) Specification — Online System

35 Regents Road Widening Executive Drive to Genesee Avenue Appendix J - Stormwater Treatment Units Specifications - Online System

STORMWATER TREATMENT UNIT(S) SPECIFICATION – ONLINE SYSTEM

PART 1.00 GENERAL

1.1 DESCRIPTION

A. Work Included:

The manufacturer selected by the Contractor and approved by the Engineer, shall furnish all labor, materials, equipment and incidentals required to manufacture the stormwater treatment system(s) specified herein in accordance with the attached Drawing(s) and these specifications.

1.2 QUALITY CONTROL INSPECTION

- A. The quality of materials, the process of manufacture, and the finished sections shall be subject to inspection by the Engineer. Such inspection may be made at the place of manufacture, or on the worksite after delivery, or at both places, and shall be subject to rejection at any time if material conditions fail to meet substantially any of the specification requirements. If a Stormwater Treatment Unit is rejected after delivery to the site, it shall be marked for identification and removed from the site. The Stormwater Treatment Unit(s) which have been damaged beyond repair during delivery will be rejected and, if already installed, shall be repaired to the Engineer's and manufacturer's acceptance level, if permitted.
- B. All sections shall be field inspected for general appearance, dimensions, soundness, etc.

1.3 <u>SUBMITTALS</u>

A. Plan, elevation, and profile dimensional drawings shall be submitted to the Engineer for review and approval. The Contractor shall be provided with the approved plan, elevation, and profile dimensional drawings.

PART 2.00 PRODUCTS

2.1 MATERIALS AND DESIGN

- A. Concrete structures shall be designed for H-20 traffic loading and applicable soil loads or as otherwise determined by a Licensed Professional Engineer. The materials and structural design of the devices shall be per ASTM C857 and ASTM C858.
 - 1. The minimum compressive strength of the concrete in the manhole base, riser, and top sections shall be 4000 psi.
 - 2. The minimum wall thickness shall be one twelfth of the internal diameter of the riser or largest cone diameter.
 - 3. Cement shall conform to the requirements for Portland cement of Specification C150.
 - 4. Aggregates shall conform to Specification C33, except that the requirement for gradation shall not apply.
 - 5. Reinforcement shall consist of wire conforming to Specification A82 or Specification A496, of wire fabric conforming to Specification A185 or Specification A497, or of bars of Grade 40 steel conforming to Specification A615/A615M.
 - 6. The access cover shall be designed for HS20-44 traffic loading and shall provide a minimum 30 inch clear opening.
 - 7. All joints shall be waterproof with wrapped gaskets or sealed with a mastic treatment.
 - 8. Any grout used within the system shall meet the ASTM C 1107 "Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-Shrink)". Grades A, B and C at a pourable and plastic consistency at 70°F. CRD C 621 "Corps of Engineers Specification For Non-Shrink Grout."
 - 9. Storage manhole connector pipes shall be equipped with a seal gasket that meets or exceeds material specifications of ASTM C-923 or other locally approved methods.
- B. The separator structure shall be substantially constructed of HDPE or equivalent corrosion resistant material meeting ASTM D330, ASTM F412, and ASTM C-425.
- C. Pipes within the unit, (i.e., tee pipes, connector pipes and down pipes) shall be constructed of at least SDR 32.5 HDPE pipe of standard ASTM F412.
- D. Pipe and fitting material shall be high-density polyethylene meeting ASTM D330 minimum cell classification 335400C for 24-inch through 60-inch diameters. The 24- through 60- inch pipe material shall be slow

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crack resistant HDPE material, evaluated using the single point notched constant tensile load (SP-NCTL) test.

- E. The reducer/adaptor to the mainline shall be installed with an exterior joining coupler. The joint coupler shall be Polyseal Pipe Coupler as manufactured by Mar Mac Manufacturing Company or an approved equal and shall be installed according to the manufacturer's recommendations.
- F. The connector pipes shall be connected with the down pipes using Fernco® Flexible Couplings that have been manufactured to conform to ASTM C-425.

2.2 <u>PERFORMANCE</u>

- A. The stormwater treatment unit shall be an online unit capable of conveying 100% of the design peak flow.
- B. The BaySeparator[™] unit shall be designed to remove at least 80% of the suspended solids load on an annual aggregate removal basis. Said removal shall be based on full-scale third party testing using F-95 media gradation (manufactured by US Silica) or equivalent. Said full scale testing shall have included sediment capture based on actual total mass collected by the Stormwater Treatment Unit (s).
- C. The stormwater treatment unit shall consist of one (1) prefabricated separator structure, one (1) online coarse sediment capture structure, and one (1) offline sediment and floatable capture structure. The separator structure shall be substantially constructed of HDPE or equivalent corrosion resistant material. The offline sediment storage structure must provide for offline sediment storage of sediments and floatables that are isolated from high intensity storms.
- D. The stormwater treatment unit(s) head loss at the Peak Design Flow Rate shall not exceed the head loss specified by the Engineer.
- E. The unit shall be designed to remove sediment particles as well as floating oils and debris.

2.3 <u>MANUFACTURER</u>

- A. The stormwater treatment unit(s) shall be of a basic design that has been installed and used successfully for a minimum of 5 years.
- B. Each stormwater treatment system shall be a BaySeparator[™] system as manufactured by BAYSAVER[®], INC., 1302 Rising Ridge Rd, Unit 1, Mount Airy, MD 21771, Phone: (301) 829-6470, Fax: (301) 829-3747, Toll Free: 1-800-229-7283 (1-800-BaySaver), E-mail: Info@BaySaver. Protected under U.S. Patent Number 5746911.

PART 3.00 EXECUTION

3.1 INSTALLATION

A. Installation of the Stormwater Treatment Unit(s) shall be performed per manufacturer's Installation Instructions. Such instructions can be obtained by calling BaySaver Technologies, Inc. at 1.800,229,7283 or by login to <u>www.BaySaver.com</u>.

ATTACHMENT F

INTENTIONALLY LEFT BLANK

Regents Road Widening Executive Drive to Genesee Avenue Appendix F – Intentionally Left Blank (Rev. July 2015)

ATTACHMENT G

CONTRACT AGREEMENT

Regents Road Widening Executive Drive to Genesee Avenue Attachment G – Contract Agreement (Rev. Nov. 2013)

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>West Coast General Corporation</u>, herein called "Contractor" for construction of **Regents Road Widening Executive drive to Genesee Avenue**; Bid No. K-16-1378-DBB-3; in the amount of <u>Three Million Seven Hundred Ninety Three Thousand Six Hundred One</u> <u>Dollar and .80/100 (\$3,793,601.80)</u>, which is comprised of the Base Bid only.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement
 - (e) That certain documents entitled **Regents Road Widening Executive Drive to Genesee Avenue**, on file in the office of the City Clerk/ Public Works Department as Document No. **S-00881**, as well as all matters referenced therein.
- 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 Regents Road Widening Executive drive to Genesee Avenue, Bid Number K-16-1378-DBB-3, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

Principal Contract Specialist, Public Works Contracts

6-8-16 Date:

By

Print Name: <u>(MAN 'Y. GERRIT</u> ts Deputy City Attorney

Date:

CONTRACTOR West Coast General Corporation By_____

Print Name: David E. Davey

Title: President

Date: 5/19/16

City of San Diego License No.: <u>B1992002309</u>

State Contractor's License No.: 479019

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: __1000002666

CERTIFICATIONS AND FORMS

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

Regents Road Widening Executive Drive to Genesee Avenue Certifications and Forms (Rev. Feb. 2016)

Bidder's General Information

To the City of San Diego:

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

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

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

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly or indirectly 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.

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

AFFIDAVIT OF DISPOSAL

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

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

(Name of Project or Task)

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

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

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

Dated this	DAY OF		·	
		Contractor		
by				
ATTEST:				
State of		County of		
			, before the undersigned, a Nota discovery	•
	•		he	
named in the for		ose name is s	subscribed thereto, and acknowledge	

Notary Public in and for said County and State

ELECTRONICALLY SUBMITTED FORMS

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

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

A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions

B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

C. EQUAL BENEFITS ORDINANCE - CERTIFICATION OF COMPLIANCE

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

ĩ

BID BOND

See Instructions to Bidders, Bidder Guarantee of Good Faith (Bid Security)

KNOW ALL MEN BY THESE PRESENTS,

That	West Coast Genera	l Corporation	as Principal, and
	Fidelity and Depo	sit Company of Maryland	as Surety, are

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of <u>10%</u> <u>OF THE TOTAL BID AMOUNT</u> 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

Regents Road Widening Executive Drive to Genesee Avenue

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	_ day of <u>April</u>	,206.
	Fidelity and Deposit	Company of Maryland
West Coast General Corporation (SEAL)		(SEAL)
(Principal)	(Surety)	
λV	A S	
By: David E. Davey	By: Under-	<u>Aidan Smock</u>
v) President (Signature)	(Signature)	Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Richard HALLETT, Aidan SMOCK, Tim MCCLELLAN and Marta COLLETT, all of San Diego, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of August, A.D. 2015.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Vice President Thomas O. McClellan

N. Lie D. Bairf

Secretary Eric D. Barnes

State of Maryland County of Baltimore

On this 19th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

notice a Duna



Constance A. Dunn, Notary Public My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

.RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ______ day of ______ AFK 18 20120_____.



Michael Bond, Vice President

	ificate verifies only the identity of the individual who signed to not the truthfulness, accuracy, or validity of that document.
STATE OF CALIFORNIA	
County of San Diego	i na dala sa dia 📕 ang
On APR 18 2016 before me, Pich	ard P. Hallett, Notary Pu
	ert Name of Notary exactly as it appears on the official seal
personally appeared Aidan Smock	
	Name(s) of Signer(s)
	who proved to me on the basis of satisfactory evidence
	be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that ke/she/
RICHARD P. HALLETT	executed the same in kis/her/their authorized capacity(
Commission No. 2114065	and that by kis/her/theix signature(s) on the instrument person(s), or the entity upon behalf of which the perso
SAN DIEGO COUNTY	acted, executed the instrument.
Commission Expires July 2, 2019	그는 여행들에 걸려 가지는 것이 물고 있는 말했다. 이 사람이 가지 않는 것이 없는 것이 없 않는 것이 없는 것이 없 않는 것이 없는 것이 않는 것이 없는 것이 않는 것이 없는 것이 않는 것 않는 것
	I certify under PENALTY OF PERJURY under the law the State of California that the foregoing paragraph is
	and correct.
	Witness my hand and official seal.
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CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

X

Π

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: West Coast General Corporation

Certified By

David E. Davey



Title President

Date

4/25/16

USE ADDITIONAL FORMS AS NECESSARY

Regents Road Widening Executive Drive to Genesee Avenue Contractor's Certification of Pending Actions (Rev. Feb. 2016)

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

	COMPANY INFO	RMATION	
Company Name	e: West Coast General Corporation	Contact Name: David E. Davey	
Company Addr	ess: 13700 Stowe Dr., Suite 100	Contact Phone: 619.561.4200 ext 114	ł
	Poway, CA 92064	Contact Email: ddavey@wcgcorp.com	i
Contract Title:	CONTRACTINFO Regents Road Widening Executive Drive to Genes		
Contract Numb	per (if no number, state location): K-16-1378-DBB-3	End Date: 306 wk da after NTP	ays
	SUMMARY OF EQUAL BENEFITS O		
	efits Ordinance [EBO] requires the City to enter into con benefits as defined in SDMC §22.4302 for the duration of		de and
 Benefits travel/rel Any ben Contractor enrollmen 		ans; bereavement, family, parental leave; discounts, chil nion membership; or any other benefit. be offered to an employee with a domestic partner. orkplace and notify employees at time of hire and durin	
	shall allow City access to records, when requested, to con- shall submit EBO Certification of Compliance, signed und		
NOTE: This s	ummary is provided for convenience. Full text of the <i>ox/administration</i> .		able at
	CONTRACTOR EQUAL BENEFITS O	RDINANCE CERTIFICATION	and the second
Please indicate	your firm's compliance status with the EBO. The City may	/ request supporting documentation.	
1771			
X	I affirm compliance with the EBO because my firm (co	법률 그 그는 것은 방법을 하는 것은 것이 없는 것이 같아. 이 것은 물건을 통을	
	X Provides equal benefits to spouses and domesti	(1) The second s second second sec	
	 Provides no benefits to spouses or domestic pa Has no employees. 	rmers.	
	방법에서 이번 것이 있는 것을 다 같이 것 같아. 동안은 것이 가방을 다섯 만에서 이번 가장에서 상태가 날아갔다. 것이 아버지만	e prior to January 1, 2011, that has not been renewed or	
	made a reasonable effort but is not able to provide equa	a cash equivalent in lieu of equal benefits and verify my al benefits upon contract award. I agree to notify employ ble to spouses but not domestic partners and to continue to domestic partners.	vees of
with the execut Under penalty of firm understand	or any contractor to knowingly submit any false information ion, award, amendment, or administration of any contract. of perjury under laws of the State of California, I certify th is the requirements of the Equal Benefits Ordinance and a cash equivalent if authorized by the City.	[San Diego Municipal Code §22.4307(a)] e above information is true and correct. I further certify will provide and maintain equal benefits for the duratio	that my
David E. Da	wey, President	4/25/16	
	Name/Title of Signatory	D	Pate
	FOR OFFICIAL CIT	Y USE ONLY	
Receipt Date:	EBO Analyst:		
b		(Rev 02/1	5/2011

Regents Road Widening Executive Drive to Genesee Avenue Equal Benefits Ordinance Certification of Compliance (Rev. Feb. 2016)



CITY CONTACT: <u>Clementina Giordano</u>, <u>Contract Specialist</u>, <u>Email</u>: <u>Cgiordano@sandiego.gov</u> <u>Phone No. (619) 533-3481, Fax No. (619) 533-3633</u>





Regents Road Widening Executive Drive to Genesee Avenue

BID NO.:	K-16-1378-DBB-3
SAP NO. (WBS/IO/CC):	S-00881
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	1
PROJECT TYPE:	IG

BID DUE DATE:

2:00 PM

APRIL 26, 2016 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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



For City Engineer

<u>4/13/16</u> Date

Seal:

April 15, 2016 ADDENDUM "A" Regents Road Widening Executive Drive to Genesee Avenue

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER's QUESTIONS

Questions pertaining to Scope or Specifications

- Q1. Who will be preforming the survey work? We have a question in regards to this bid. Even though it looks as though the City will be performing the surveying on this project, we need clarification in regards to the BioClean MSFWS specification on Page 106 of the bid booklet. In section 04.02.01 Grading and Excavation- it specifically states that the area is to be properly surveyed by a registered surveyor and in section 04.02.00-Installation, it states that the contractor is responsible for everything to properly install the MSFWS. Will the City be performing the surveying in regards to this material installation which is priced out in line items 85, 86, 87 & 88 of the bid or will the contractors need to provide their own surveyor for this aspect of the project only?
- A1. The City of San Diego Survey section will be preforming all necessary survey.
- Q2. The Supplementary Special Provisions, Section 2-.3.2 has a 50% self-perform requirement. This leaves very little opportunity for the Bidders to obtain the mandatory E/SLBE subcontractor participation percentage of 29.1%. In the past when there has been a significantly high E/SLBE participation percentage the City has reduced the self-perform to 35%. For this project, going from 50% to 35% on the self-perform would make available an additional +/- \$600,000 worth of subcontract work to E/SLBE subcontractors. Please advise if the City will consider reducing the self-perform requirement to 35%.
- A2. In the Supplement Special Provisions, Notice Inviting Bids Section 7. SUBCONTRACTING PARTICIPATION PERCENTAGES, The selfperformance percentage shall remain the same.
- Q3. We are requesting either CAD file information or the 1st generation PDFs that contain embedded information that can be vectored for takeoff purposes.
- A3. Provided CAD file reference information for download from the FTP website: <u>ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/</u>
- Q4. The areas of proposed parking lot paving are unclear in the provided improvement plans. Please clarify and advise?
- A4. The areas of the proposed parking lot paving are located on the easterly side of Regents Road in the La Jolla Country Day School parking lots. Sheet C-05, use the "DAYLIGHT EXSITING AC PARKING LOT AND LIMIT OF WORK" line

to match existing parking lot AC paving. Sheet C-06, use the "DAYLIGHT GRADING" line to match existing parking lot AC paving.

- Q5. The areas of the UCSD Private Walk concrete paving are unclear in the provided plans. Please clarify and advise.
- A5. Sheets C-11 and C-12 match existing private sidewalk at prolongation of the easterly edge of existing private parking lot curb inlets at each sidewalk respectively.
- Q6. The demolition sheets show that there are existing storm drains that shall be removed and disposed of, but the storm drain plans state that these existing lines should be abandoned. Please advise
- A6. Sheet D-1, Note 11 on Demolition sheet refers to removal of exist. 18" storm drain pipes in La Jolla Country Day School parking lot. Sheet C-05 Note 1 refers to the abandonment of the existing 24" RCP storm drain pipe crossing Eastgate Mall.
- Q7. The proposed A4 cleanout on the job is shown as being 32 feet deep on the storm drain profiles. Is this accurate?
- A7. Sheet C-08, Yes, according to storm drain grade calculations.
- Q8. The plans show that there are two type B cleanouts adjacent to the bio-retention area, but there is no bid item for such structures. Which bid item will be used for the payment of these structures?
- A8. Added Bid Item for 2- Type B Cleanouts.
- Q9. The plans show that there are two type D curb ramps on the job, but there is no bid item for these. Which bid item will be used for the payment of these ramps?
- A9. Added Bid Item for 2- Type D Curb Ramps.
- Q10. The plans show that there will be 6 inches of CTB under the 3 inches of parking lot pavement, but the only pay item for CTB is for the 16 inch section. Which bid item should be used for the payment of the 6 inch CTB section?
- A10. The pavement section will be 4" AC on compacted native soil. Modified Bid Item #19.
- Q11. The grading plan sheets provided are raster images and do not contain any vector line work that can be utilized in our takeoff software. Please provide layered vector format files for this project so that we can complete an accurate takeoff of the earthwork required.
- A11. Provided CAD file reference information for download from the FTP website: <u>ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/</u>

- Q12. The plans show that there is one type C-1 curb ramp on the job, but there is no bid item for this. Which bid item will be used for the payment of this ramp?
- A12. Added Bid Item for C-1 Curb Ramp. Modified quantity in Bid Item for Curb Ramp Type A.
- Q13. The Baysaver unit appears to be connected to two Type B Cleanouts as called out in the plans. Will these structures be paid under Bid Item #89? Please provide rim and invert elevations for these structures.
- A13. Added Bid Item for Type B Cleanouts. The rim and invert elevations are shown on sheet C-23.
- Q14. The demolition plans show a storm drain structure that is to be removed and disposed of at station 26+26, and the storm drain plans shown a proposed structure in place at that location. Please provide the necessary information pertaining to this new storm drain structure.
- A14. The existing storm drain structure shown at Sta 26+26 on the demolition plans sheet D-2 is to be removed and disposed of as it is located on the existing curb and gutter. See C-11, Sta 26+32.15, Note 21 for the construction of the proposed storm drain structure, also shown on sheet C-06 storm drain plan. Added Bid Item for D-25 Curb outlet.

C. ATTACHMENTS:

1. To Attachment E, Supplementary Special Provisions, Appendices, **ADD** "Appendix K, License Agreement – The Regents As Licensor, City of San Diego Regents Road Widening Project Construction License Agreement" and is provided on the FTP website provided:

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

D. NOTICE INVITING BIDS

- 1. To Item 3, Estimated Construction Cost, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$4,036,000.00.
- 2. To Item 7, Subcontracting Participation Percentages, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 7. SUBCONTRACTING PARTICIPATION PERCENTAGES: 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	11.1%
2.	ELBE participation	18.1%

- 3. TOTAL mandatory participation 29.2%
- 7.1. The bid may be declared non-responsive if the bidder fails the following mandatory conditions:
 - **7.1.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - **7.1.2.** 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.

E. SUPPLEMENTARY SPECIAL PROVISIONS

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- 1. To Attachment E, Supplementary Special Provisions, Section 6, Prosecution, Progress and Acceptance of Work, page 39, **ADD** the following:
 - 6-1.2 Commencement of Work. To the City Supplement, ADD the following:
 - 5. Contractor shall comply with the requirements stated in section 14.2 of the License Agreement The Regents as Licensor, refer to Appendix K before NTP is issued.
- To Attachment E, Supplementary Special Provisions, Section 7, Responsibilities of The Contractor, page 40, Sub-item 7-3.2.1, Commercial General Liability Insurance, Item 4, DELETE in its entirety and SUBSTITUTE with the following:
 - 4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

General Annual Aggregate	Limit Limits of Liability
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$2,000,000
Each Occurrence	\$2,000,000
General Aggregate Limit	\$5,000,000

- 3. To Attachment E, Supplementary Special Provisions, Section 7, Responsibilities of The Contractor, page 40, Sub-item 7-3.2.2, Commercial Automobile Liability Insurance, Item 1, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 1. You shall 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 **\$5,000,000** combined single limit per accident,

covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").

- 4. To Attachment E, Supplementary Special Provisions, Section 7, Responsibilities of The Contractor, page 41, Sub-item 7-3.5.1.1, Additional Insured, Item 2, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives and The Regents of The University of California as additional insured.

F. ADDITIONAL CHANGES

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For clarity where applicable, **ADDITIONS**, if any, have been <u>Underlined</u> and **DELETIONS**, if any, have been Stricken-out.

The following changes have been made in the Line Items Tab in PlanetBids:

ItemDesc Item Description	Quantity	UnitOfMeasure Unit of Measure	Reference	ItemCode NAICS
Asphalt Concrete (3") (Parking Lots) <u>4" Asphalt Concrete on Compacted Native</u> <u>Soil (Parking Lots)</u>	1,800	SF	302-5.9	237310
<u>Cleanout Type B</u>	<u>2</u>	EA	<u>303-1.11</u>	<u>237110</u>
<u>Curb Outlet Type D-25</u>	<u>1</u>	EA	<u>303-1.11</u>	<u>237110</u>
Curb Ramp Type A with Stainless Steel Detectable Warning Tiles	12 11	EA	303-5.10.2	237310
<u>Curb Ramp Modified Type C-1 with</u> <u>Stainless Steel Detectable Warning Tiles</u>	<u>1</u>	<u>EA</u>	<u>303-5.10.2</u>	<u>237310</u>
Curb Ramp Type D with Stainless Steel Detectable Warning Tiles	2	EA	<u>303-5.10.2</u>	<u>237310</u>
2" Conduit per SDG&E Standards, 30 Amp Fuse with Fuse cCrtridge <u>Cartridge</u> , 3/4" x 8' Copper Clad Ground Rod & No. 3 1/2 Pull Box	40	LF	307-2	238210
SDG&E Service Order (3- Traffic Signals, 2 – Street Lights) – <u>Type II</u>	1	AL	307-2	238210

James Nagelvoort, Director Public Works Department

Dated: *April 15, 2016* San Diego, California JN/AR/egz

Bid Results for Project Regents Road Widening Executive Drive to Genesee (K-16-1378-DBB-3) Issued on 03/23/2016 Bid Due on April 26, 2016 2:00 PM (Pacific) Exported on 04/26/2016

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VendorID	Company Name Address	Address 2	City	ZipCode Country	Contact Phone Fax Email Vendor Type	
320820	West Coast General Corporation 13700 Stowe dr	ste. 100	Poway	92064 United States	Tom Wyer 619-561-4200 ext. 128 619-561-4205 twyer@wcgcorp.com PQUAL,CADIR,Loca	

Respondee	Respondee Title	Respondee Phon Respondee Email	
David E Davey	President	619-561-4200 ext ddavey@wcgcorp.com	

	nanning
Electronic April 26, 2016 1:51:50 PM (Pacific) Submitted	0

Equal Benefits Ordinance	Certification of Compliance.pdf	General Attachments	
	C - Equal Benefits Ordinance -		
Pending Actions Cert	Pending Actions.pdf	General Attachments	
	B - Contractors Certification of		
Bid Bond	A - Bid Bond.pdf	General Attachments	
File Title	File Name	File Type	
		Attachments	

			Line Items				
m Num	Section 10 1	ltem Code De	scription	Unit of Measure	Unit Price	Line Total 🗽	Comment
	Main Bid	524126 Bor	nds (Payment and Performance)	LS	\$30,000.00	\$30,000.00	
2	Main Bid	and an	deo Recording of Existing Conditions		\$540.00	\$540.00	
		1 1	affic Control, Including Arrow Boards,		1 1		
			Rail, Crash Cushions, Pedestrian				
			tours and Barricades, and All Other				
			ecessary Traffic Control Features and		1		
3	Main Bid	237310 Per		LS	\$74,112.00	\$74,112.00	
4	Main Bid			EA	\$275.00	\$11,550.00	
		Rer	move, Store, and Relocate Existing				
		UC	SD's Health Science Entrance Sign				
5	Main Bid	238990 (ST	FEEL)	EA	\$1,873.00	\$1,873.00	
		Rer	move, Store, and Relocate Existing				
		Fitr	ness Course Sign and Appurtenances		1 1		
6	Main Bid	238990 on	New post	EA	\$140.00	\$140.00	
		Rel	locate Cathodic Protection System,				
		Tes	st Station and Supporting Features				
		Inc	cluding Relocation of Test Valve and	1	1 1		
7	Main Bid	238190 Adj	justment Test Valve Cover to Grade	LS	\$26,784.00	\$26,784.00	
						,	
		Ter	mporary Construction Orange Safety				
		Bar	rrier Fence (ESA Fence on Posts) and				
8	Main Bid	238990 All	Appurtenances H=4' (UCSD)	LF	\$3.56	\$7,974.40	
9	Main Bid		d Orders - Type II	AL	\$60,000.00	\$60,000.00	
10	Main Bid		earing & Grubbing	LS	\$159,374.00	\$159,374.00	
11	Main Bid			CY	\$72.00	\$468,000.00	
12	Main Bid		o. 3 Backing Rip Rap	ls	\$999.00	\$999.00	
			Just Existing Reclaimed Water Gate				
13	Main Bid			EA	\$378.00	\$9,072.00	
13			Just Existing Reclaimed Water		\$375,00	\$J,072.00	
14	Main Bid		anhole Frame & Cover to Grade	EA	\$810.00	\$4,050.00	
7.4			ljust Existing Potable Water Gate	<u> </u>	2010/00	\$4,030.00	
15	Main Bid			EA	\$378.00	\$3,780.00	
15		237310 Vai	Ive cover to drade	EA	\$578.00	\$3,780.00	

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•	16	Main Bid	238910	16" Cement Treated Base (CTB)	CY	\$60.00	\$208,200.00		
` 	17	Main Bid	237310		SF	\$0.42	\$38,337.60		
				Rubber Polymer Modified Slurry					
	18	Main Bid	237310	(RPMS) Type II	SF	\$0.78	\$17,745.00		
				4" Asphalt Concrete on Compacted					
	19	Main Bid	237310	Native Soil (Parking Lots)	SF	\$6.00			
	20	Main Bid		Asphalt Concrete Pavement	TON	\$79.00	\$487,588.00		
	20	Main Bid		Pavement Fabric	SY	\$3.10	\$39,779.20		
	22	Main Bid		Cleanout Type A-4	EA	\$5,616.00	\$5,616.00		
	23	Main Bid		Cleanout Type B	EA	\$6,048.00	\$12,096.00		
	23	Main Bid		Curb Inlet Type B-1	EA	\$6,048.00	\$12,096.00		
	25	Main Bid		Curb Inlet Type B-2	EA	\$6,048.00	\$6,048.00		
	26	Main Bid		Curb Outlet Type D-25	EA	\$3,780.00	\$3,780.00		
	20			Adjust Existing Storm Drain Cleanout to			\$0,700.00		
	27	Main Bid	237110	• –	EA	\$810,00	\$810.00		
	27			Concrete Lug	EA	\$1,620.00	\$1,620.00		
	28	Main Bid	January and the second s	Bloretention: Reverse D-25 Parkway	LA	\$1,020.00	\$1,620.00		
			1 1	•	F.4	¢2 700 00	ća 700.00		
	29	Main Bid	237110		EA	\$3,780.00	\$3,780.00		
			1 1	Bioretention: Type F Outlet Structure		AP 400	A.F. 100.00		
	30	Main Bid	237110		EA	\$5,400.00	\$5,400.00		
	31	Main Bid		Split Face Block Retaining Wall	SF	\$65,00	\$45,305.00		
			1 1	Contractor Date Stamp and					
	32	Main Bld		Impressions	EA	\$216.00	\$864.00		
	33	Main Bid			LF	\$20.00	\$75,600.00		
	34	Main Bid		Curb & Gutter (6" Inch Curb, Type H)	LF	\$21.00	\$462.00		
	35	Main Bid	237310	Median Curb & Gutter Type B-2	LF	\$21,00	\$70,644.00		
-				Gravity Retaining Wall with Chain Link					 -
	36	Main Bid	237310	Fence	LF	\$116.00	\$2,668.00		
- j	37	Main Bid	237310	Cross Gutter	SF	\$10.00	\$31,250.00		
				Commercial Concrete Driveway					
				(Contiguous) W=25' (Address 9409).					
	38	Main Bid	237310	Quantity 2	SF	\$8.00	\$4,960.00		
				Commercial Concrete Driveway					
				(Contiguous) W=14' (Address 9520).	l l			1	
	39	Main Bid	1 1	Quantity 2	SF	\$10.00	\$4,000.00		
	35	indin bid		Colored Stamped 4" PCC Raised			<i><i><i>ϕ</i></i> 1,000,000</i>		
	40	Main Bid	1	Median with 2" Sand Fill	SF	\$8.00	\$57,952.00		
	the second se	Main Bid		Concrete Sidewalk	SF	\$5.00	\$107,000.00		
	41			Reconstruct Private Concrete Walkway			\$107,000.00		
		Main Rid		to UCDS's Parking Lot P705	SF	\$9.00	\$2 574 00	ļ	
<u> </u>	42	Main Bid		Reconstruct Private Concrete Walkway		\$9.00	\$2,574.00		
1		Marker Dist	1		CE I	65 AA	¢1 F00 00	l	
	43	Main Bid	25/310	to UCDS's Parking Lot P704	SF	\$6.00	\$1,500.00		
				Curb Ramp Type A with Stainless Steel	-	A4 844 4-	A4 8 8 9 9 9 1		
	44	Main Bld	23/310	Detectable Warning Tiles Curb Ramp Modified Type A with	EA	\$1,502.00	\$16,522.00		
-	-+1							1	
					ļ I		I		
-			1 1	Stainless Steel Detectable Warning					
	45	Main Bid	237310	Stainless Steel Detectable Warning Tiles	EA	\$1,502.00	\$4,506.00		
		Main Bid	237310	Stainless Steel Detectable Warning Tiles Curb Ramp Type B with Stainless Steel					
		Main Bid Main Bid	237310 237310	Stainless Steel Detectable Warning Tiles Curb Ramp Type B with Stainless Steel Detectable Warning Tiles	EA	\$1,502.00 \$1,502.00	\$4,506.00 \$7,510.00		
	45		237310 237310	Stainless Steel Detectable Warning Tiles Curb Ramp Type B with Stainless Steel Detectable Warning Tiles Curb Ramp Modified Type C-1 with					
	45		237310 237310	Stainless Steel Detectable Warning Tiles Curb Ramp Type B with Stainless Steel Detectable Warning Tiles					
	45 46		237310 237310	Stainless Steel Detectable Warning Tiles Curb Ramp Type B with Stainless Steel Detectable Warning Tiles Curb Ramp Modified Type C-1 with Stainless Steel Detectable Warning					
	45	Main Bid	237310 237310	Stainless Steel Detectable Warning Tiles Curb Ramp Type B with Stainless Steel Detectable Warning Tiles Curb Ramp Modified Type C-1 with Stainless Steel Detectable Warning	EA	\$1,502.00	\$7,510.00		
	45 46	Main Bid	237310 237310	Stainless Steel Detectable Warning Tiles Curb Ramp Type B with Stainless Steel Detectable Warning Tiles Curb Ramp Modified Type C-1 with Stainless Steel Detectable Warning Tiles	EA	\$1,502.00	\$7,510.00		
	45 46 47	Main Bid Main Bid	237310 237310 237310	Stainless Steel Detectable Warning Tiles Curb Ramp Type B with Stainless Steel Detectable Warning Tiles Curb Ramp Modified Type C-1 with Stainless Steel Detectable Warning Tiles Curb Ramp Modified Type C-2 with Stainless Steel Detectable Warning	EA EA	\$1,502.00 \$1,502.00	\$7,510.00 \$1,502.00		
	45 46	Main Bid	237310 237310	Stainless Steel Detectable Warning Tiles Curb Ramp Type B with Stainless Steel Detectable Warning Tiles Curb Ramp Modified Type C-1 with Stainless Steel Detectable Warning Tiles Curb Ramp Modified Type C-2 with Stainless Steel Detectable Warning Tiles	EA	\$1,502.00	\$7,510.00		
	45 46 47	Main Bid Main Bid	237310 237310 237310 237310 237310	Stainless Steel Detectable Warning Tiles Curb Ramp Type B with Stainless Steel Detectable Warning Tiles Curb Ramp Modified Type C-1 with Stainless Steel Detectable Warning Tiles Curb Ramp Modified Type C-2 with Stainless Steel Detectable Warning	EA EA	\$1,502.00 \$1,502.00	\$7,510.00 \$1,502.00		

·		Tempor	rary Construction Chain Link		1		
			1=6" with 480' Salvaged Green		1		
			Screen (La Jolla Country Day				
			Between Eastgate Mall and				
		238990 Health S		10	\$3.24	\$4,147.20	
51	Main Bìd		Il Green Privacy Screen H=6' (La		\$3.24	\$4,147.20	
			ountry Day School) on Chain Link			4-14-14	
52	Main Bid	238990 Fence			\$1,08	\$518.40	
	}		rary Construction Chain Link				
			Gate H=6" with Green Privacy		. 1		
53	Main Bid			EA	\$216.00	\$1,080.00	
			e and Install Salvaged Chain Link	1	1		
			(Black Vinyl Coated, H=6') (La		1		
54	Main Bid			LF	\$48.00	\$21,312.00	
			ink Fence (Black Vinyl Coated,				
55	Main Bid		· · · · · · · · · · · · · · · · · · ·	LF	\$37.00	\$38,110.00	
			ink Rolling Gate (Black Vinyl		[
			H=6', W=25') and All				
	1		tenances for the Driveway (La		1	1	
56	Main Bid			EA	\$4,898.00	\$9,796.00	
			Link Rolling Gate (Black Vinyl				
	ĺ		l H=6', W=14') and All		1	1	
		Appurt	tenances for the Driveway (La				
57	Main Bid			EA	\$3,548.00	\$7,096.00	
		Chain L	Link (Black Vinyl Coated, H=6',				
	[W= 24') Swing Gate and All			1	
			tenances (La Jolla Country Day				
58	Main Bid			EA	\$4,774.00	\$4,774.00	
		Remov	e and Install Salvaged Chain Link		1	1	
59	Main Bid		(Black Vinyl Coated, H=4') (UCSD)	LF	\$42.00	\$21,420.00	
			Link (Black Vinyl Coated, H=4')				
	1		Gate and all Appurtenances		1		
60	Main Bid	238990 (UCSD)	-	EA	\$1,026.00	\$1,026.00	
61	Main Bid	237110 18" RCI		LF	\$113.00	\$13,673.00	
62	Main Bid	237110 24" RC		LF	\$477.00	\$32,913.00	
63	Main Bid			EA	\$864.00	\$11,232.00	
64	Main Bid	237110 8" PVC		LF	\$67.00	\$16,214.00	
			forated PVC - SDR-35				
65	Main Bid	237110 (Bioret		LF	\$13.00	\$2,990.00	
			de Existing Electrical Pull Box		+ 10100		
66	Main Bid	238210 Cover		EA	\$480.00	\$480.00	
00			Existing Private Signs on New		+	+ .00.00	
67	Main Bid	238210 Posts		EA	\$297.00	\$891.00	
107			5 Street Light Pole, Foundation,				
	1		Arm and 103-133W LED Fixture &				
			p Fuse with Fuse Cartridge in Pull	[[l	1	
69	Main Bid	238210 Box		EA	\$5,508.00	\$38,556.00	
68			. 40 Condult with 3-#8		23,300.00	900,000	
60	Main Rid	238210 Conduc		LF	\$22.00	\$35,530.00	
69	Main Bid		nduit per SDG&E Standards, 30		<i>422.00</i>	200,000	
			use with Fuse Cartridge, 3/4" x				
	{		per Clad Ground Rod & No. 3 1/2		1	1	
70	Main Did	238210 Pull Bo			\$54.00	\$2,160.00	
70	Main Bid	238210 No. 3 1		EA	\$432,00	\$6,048.00	
71	Main Bid	Z30210 N0, 31	: Signal Modification-Regents Rd.		\$452.00	30,040.00	
		238210 & Exec		EA	672 054 00	672 054 00	
72	Main Bid			EA	\$72,954.00	\$72,954.00	
			Signal Modification-Regents Rd.		4400 000 00	4400 000 00	
73	Main Bid	238210 & East		EA	\$183,060.00	\$183,060.00	
	Main Bid	238210 & Heal	Signal Modification-Regents Rd.		1		
74				EA	\$170,640.00	\$170,640.00	

75 Main Bid 238210 & Genese Ave. EA \$123,660.00 \$123,600.00 \$123,600.00 \$123,600.00 \$123,600.00 \$123,600.00 \$123,	-			Traffic Signal Modification-Regents Rd.			
76 Main Bid 238210 2 - Street Lights) - Type 2 AL \$7,500.00 \$7,500.00 77 Main Bid 237110 Bioretention: Soil Media CY \$187.00 \$31,603.00 78 Main Bid 237110 Bioretention: Class 2 Permeable Gravel CV \$79.00 \$46,689.00 78 Main Bid 237110 Bioretention: Class 2 Permeable Gravel CV \$79.00 \$46,689.00 79 Main Bid 561730 Jolla Country Day School (Potable) IS \$62,523.00 \$62,523.00 80 Main Bid 561730 Silager Shrided Bark Muich SF \$0.12 \$69,605.00 81 Main Bid 561730 Silager Shrided Bark Muich SF \$0.28 \$32,770.00 82 Main Bid 561730 Sallon Container Plant EA \$12,000.00 \$34,800.00 83 Main Bid 561730 Sallon Container Plant EA \$12,000.00 \$34,800.00 \$34,800.00 \$34,800.00 \$34,800.00 \$34,800.00 \$34,800.00 \$34,800.00	75	Main Bid	238210		EA	\$123,660.00	\$123,660.00
77 Main Bid 237110 Bioretention: Soil Media CY \$187.00 \$31,603.00 78 Main Bid 237110 Bioretention: Class 2 Permeable Gravel (rrigation System with Existing Water Meters for UCSD (Reclamed) and La CY \$79.00 \$46,689.00 79 Main Bid 561730 Jola Country Day School (Potable) LS \$62,523.00 \$62,523.00 80 Main Bid 561730 File Grading/Soil Preparation SF \$0.17 \$9,605.00 81 Main Bid 561730 Se facading/Soil Preparation SF \$0.58 \$52,770.00 82 Main Bid 561730 Se facading/Soil Preparation SF \$0.58 \$52,770.00 83 Main Bid 561730 Se facilon Container Plant EA \$1,040.00 \$88,400.00 84 Main Bid 561730 S calion Container Plant EA \$2,000 \$34,480.00 85 Main Bid 237310 Container Plant EA \$14.00 \$95,900.00 86 Main Bid 237310 Container Plant					1		
77 Main Bid 23710 Bioretention: Class 2 Permeable Gravel CY \$79.00 \$46,689.00 78 Main Bid S1710 Bioretention: Class 2 Permeable Gravel CY \$79.00 \$46,689.00 79 Main Bid S61730 Jola Country Day School (Potable) LS \$62,523.00 \$62,523.00 80 Main Bid S61730 Sino Caultary Day School (Potable) LS \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$62,523.00 \$61,040.00 \$88,400.00 \$83 \$83,770.00 \$81,300.00 \$81,300.00 \$81,300.00 \$81,300.00 \$84,800.00 \$84,800.00 \$84,800.00 \$84,800.00 \$84,800.00 \$84,800.00 \$81,800.00 \$81,800.00 \$81,800.00 \$81,800.00 \$81,800.00 \$81,800.00 \$81,800.00 \$81,800.00 \$81,800.00 \$81,800.00 \$81,800.00 \$81,800.	76	Main Bid					/
No Intrigation System with Existing Water Meters for UCSD (Reclaimed) and La Intrigation System with Existing Water Meters for UCSD (Reclaimed) and La 79 Main Bid 561730 Iolia Country Day School (Potable) IS \$62,523.00 \$62,523.00 80 Main Bid 561730 File Grading/Soil Preparation SF \$0.17 \$9,605.00 81 Main Bid 561730 Root Barrier LF \$16.00 \$12,700.00 82 Main Bid 561730 Root Barrier LF \$16.00 \$12,800.00 83 Main Bid 561730 SG Exo Tree EA \$21,000.00 \$88,400.00 84 Main Bid 561730 SG Exo Tree EA \$21,000.00 \$34,800.00 85 Main Bid 561730 S Gallon Container Plant EA \$21,000.00 \$34,800.00 86 Main Bid 237310 Markings LS \$14,100 \$95,900.00 87 Main Bid 237310 Thermoplastic Traffic Stripes LS \$4,158.00 \$4,158.00 \$41,518.00	77	Main Bid	237110	Bioretention: Soil Media	CY	\$187.00	\$31,603.00
Main Bid Meters for UCSD (Reclaimed) and La Sec. Sec. 79 Main Bid 561730 File Grading/Soil Preparation SF \$9.017 \$9,005.00 80 Main Bid 561730 File Grading/Soil Preparation SF \$0.17 \$9,005.00 81 Main Bid 561730 Si Grading/Soil Preparation SF \$0.58 \$32,770.00 82 Main Bid 561730 So Root Barrier LF \$16.00 \$12,800.00 83 Main Bid 561730 Se Baot Tree EA \$1,040.00 \$84,400.00 84 Main Bid 561730 1 Gallon Container Plant EA \$14.00 \$95,900.00 85 Main Bid 237310 Tarfific Stripes and Painted F \$16.00 \$13,906.00 86 Main Bid 237310 Thermoplastic Traffic Stripes LS \$4,158.00 \$4,159.00 87 Main Bid 237310 Thermoplastic Traffic Stripes LS \$4,158.00 \$15,903.00 \$15,903.00 \$15,903.00 \$15,903.0	78	Main Bid	237110	Bioretention: Class 2 Permeable Gravel	CY	\$79.00	\$46,689.00
79 Main Bid 561730 Jolla Country Day School (Potable) LS \$62,523.00 \$62,523.00 80 Main Bid 561730 Fine Grading/Soll Preparation SF \$0.17 \$59,605.00 81 Main Bid 561730 3" Layer Shredded Bark Mulch SF \$0.17 \$59,605.00 82 Main Bid 561730 36" Box Tree EA \$12,000.00 \$88,400.00 83 Main Bid 561730 36" Box Tree EA \$12,900.00 \$88,400.00 84 Main Bid 561730 5 Gallon Container Plant EA \$22,900 \$34,800.00 85 Main Bid 561730 1 Gallon Container Plant EA \$29,00 \$34,800.00 86 Main Bid 237310 Thermoplastic Traffic Stripes and Painted \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.00 \$41,80.0				Irrigation System with Existing Water			
B0 Main Bid 561730 Fine Grading/Soil Preparation SF \$0.17 \$9,605.00 81 Main Bid 561730 3" Layer Shredded Bark Mulch SF \$0.58 \$32,770.00 82 Main Bid 561730 Rot Barrier LF \$16.00 \$12,800.00 83 Main Bid 561730 SG Pox Tree EA \$1,040.00 \$88,400.00 84 Main Bid 561730 S Gallon Container Plant EA \$1,040.00 \$88,400.00 85 Main Bid 561730 1 Gallon Container Plant EA \$1,40.00 \$88,400.00 86 Main Bid 237310 Interroplastic Traffic Stripes and Painted \$14,00.00 \$18,306.00 87 Main Bid 237310 Thermoplastic Traffic Stripes LS \$18,306.00 \$18,306.00 88 Main Bid 237310 Continental Crosswalk LS \$15,903.00 \$15,903.00 89 Main Bid 23890 4-15-C EA \$28,877.00 \$57,754.00 90		1		Meters for UCSD (Reclaimed) and La			
81 Main Bid 561730 3" Layer Shredded Bark Mulch SF \$0.58 \$32,770.00 82 Main Bid 561730 Root Barrier LF \$16.00 \$12,800.00 83 Main Bid 561730 36" Box Tree EA \$1,040.00 \$88,400.00 84 Main Bid 561730 5 Gallon Container Plant EA \$20.00 \$38,400.00 85 Main Bid 561730 1 Gallon Container Plant EA \$21.00 \$38,400.00 86 Main Bid 237310 Markings LS \$14.00 \$95,900.00 87 Main Bid 237310 Markings LS \$18,306.00 \$18,306.00 88 Main Bid 237310 Markings LS \$15,903.00 \$15,903.00 89 Main Bid 238904 4-15-C EA \$28,877.00 \$57,754.00 90 Main Bid 238990 4-21-C EA \$36,481.00 \$72,962.00 91 Main Bid 238990 8-16-C <td>79</td> <td>Main Bid</td> <td>561730</td> <td>Jolla Country Day School (Potable)</td> <td>LS</td> <td>\$62,523.00</td> <td>\$62,523.00</td>	79	Main Bid	561730	Jolla Country Day School (Potable)	LS	\$62,523.00	\$62,523.00
Bit Main Bid 561730 Root Barrier LF \$16.00 \$12,800.00 82 Main Bid 561730 36" Box Tree EA \$1,040.00 \$88,400.00 84 Main Bid 561730 5 Gallon Container Plant EA \$21,040.00 \$88,400.00 85 Main Bid 561730 5 Gallon Container Plant EA \$21,000.00 \$34,800.00 86 Main Bid 237310 Gallon Container Plant EA \$14.00 \$95,900.00 86 Main Bid 237310 Markings LS \$18,306.00 \$18,306.00 87 Main Bid 237310 Thermoplastic Traffic Stripes LS \$41,158.00 \$41,58.00 88 Main Bid 237310 Continental Crosswalk LS \$15,903.00 \$15,903.00 89 Main Bid 238990 4-15-C EA \$28,877.00 \$57,754.00 90 Maln Bid 238990 4-21-C EA \$36,481.00 \$72,962.00 91 Main Bid	80	Main Bid	561730	Fine Grading/Soil Preparation	SF	\$0.17	\$9,605.00
B2 Main Bid D51 36" Box Tree EA \$1,040.00 \$88,400.00 83 Main Bid 561730 5 Gallon Container Plant EA \$29.00 \$34,800.00 85 Main Bid 561730 1 Gallon Container Plant EA \$14.00 \$95,900.00 86 Main Bid 237310 1 Gallon Container Plant EA \$14.00 \$95,900.00 86 Main Bid 237310 Markings LS \$18,306.00 \$18,306.00 \$4,158.00 \$4,158.00 \$4,158.00 \$4,158.00 \$4,158.00 \$4,158.00 \$4,158.00 \$4,159.03.00 \$15,903.00 \$16,903.00 \$16,903.00	81	Main Bid	561730	3" Layer Shredded Bark Mulch	SF	\$0,58	\$32,770.00
03 Main Bid 561730 5 Gallon Container Plant EA \$29.00 \$34,800.00 85 Main Bid 561730 1 Gallon Container Plant EA \$14.00 \$95,900.00 86 Main Bid 237310 1 Gallon Container Plant EA \$14.00 \$95,900.00 86 Main Bid 237310 Markings LS \$18,306.00 \$4,158.00 87 Main Bid 237310 Thermoplastic Traffic Stripes LS \$15,903.00 \$4,158.00 88 Main Bid 237310 Continental Crosswalk LS \$15,903.00 \$15,903.00 89 Main Bid 23890 4-SC EA \$28,877.00 \$57,754.00 90 Main Bid 23890 4-21-C EA \$36,481.00 \$72,962.00 91 Main Bid 23890 4-21-C EA \$36,481.00 \$57,754.00 92 Main Bid 23890 8-8C EA \$32,590.00 \$32,590.00 93 Main Bid 238990	82	Main Bid	561730	Root Barrier	LF	\$16.00	\$12,800.00
Bit Solution	83	Main Bid	561730	36" Box Tree	EA	\$1,040.00	\$88,400.00
Bit Painted Traffic Stripes and Painted 86 Main Bid 237310 87 Main Bid 237310 88 Main Bid 237310 89 Main Bid 237310 90 Main Bid 238909 91 Main Bid 238909 92 Main Bid 238909 93 Main Bid 238990 94 Main Bid 238990 93 Main Bid 238990 94 Main Bid 238990 95 Main Bid 237900 96 Main Bid 237990 96 Main Bid 238990 97 Main Bid 238990 98 Main Bid 238990 99 Main Bid 238990 90 Main Bid 238990 91 Main Bid 238990 92 Main Bid 238990 93 Main Bid 238990 94 Main Bid 237110	84	Main Bid	561730	5 Gallon Container Plant	EA	\$29.00	\$34,800.00
86 Main Bid 237310 Markings LS \$18,306.00 \$18,306.00 87 Main Bid 237310 Thermoplastic Traffic Stripes LS \$4,158.00 \$4,158.00 88 Main Bid 237310 Continental Crosswalk LS \$15,903.00 \$15,903.00 89 Main Bid 23890 4-15-C EA \$28,877.00 \$57,754.00 90 Main Bid 23890 4-15-C EA \$36,481.00 \$72,962.00 90 Main Bid 23890 4-21-C EA \$36,481.00 \$72,962.00 91 Main Bid 23890 8-8-C EA \$32,590.00 \$32,590.00 92 Main Bid 23890 8-16-C EA \$32,590.00 \$32,590.00 93 Main Bid 23890 8-16-C EA \$58,114.00 \$58,114.00 93 Main Bid 23710 Baysaver 3K Bayseparator EA \$71,971.00 \$71,971.00 94 Main Bid 541330 Development (SW	85	Main Bid	561730	1 Gallon Container Plant	EA	\$14.00	\$95,900.00
00 Main Bid 237310 Thermoplastic Traffic Stripes LS \$4,158.00 \$4,158.00 87 Main Bid 237310 Continental Crosswalk LS \$15,903.00 \$4,158.00 88 Main Bid 237310 Continental Crosswalk LS \$15,903.00 \$15,903.00 89 Main Bid 238990 4-15-C EA \$28,877.00 \$57,754.00 90 Main Bid 238990 4-15-C EA \$36,481.00 \$72,962.00 90 Main Bid 238990 4-21-C EA \$36,481.00 \$72,962.00 91 Main Bid 238990 8-8-C EA \$32,590.00 \$32,590.00 92 Main Bid 238990 8-16-C EA \$58,114.00 \$58,114.00 93 Main Bid 237110 Baysaver 3K Bayseparator EA \$71,971.00 \$71,971.00 94 Main Bid 541330 Development (SWPPP) LS \$44,752.00 \$44,752.00 95 Main Bid 237990<	······································			Painted Traffic Stripes and Painted			
bit Main Bid 237310 Continental Crosswalk LS \$15,903.00 \$15,903.00 88 Main Bid 23890 A-15-C EA \$28,877.00 \$57,754.00 90 Main Bid 238990 4-15-C EA \$28,877.00 \$57,754.00 90 Main Bid 238990 4-21-C EA \$36,481.00 \$72,962.00 91 Main Bid 238990 8-8-C EA \$32,590.00 \$32,590.00 92 Main Bid 238990 8-16-C EA \$58,114.00 \$58,114.00 93 Main Bid 238910 8-16-C EA \$58,114.00 \$71,971.00 94 Main Bid 23710 Baysaver 3K Bayseparator EA \$71,971.00 \$71,971.00 94 Main Bid 54130 Development (SWPPP) LS \$44,752.00 \$4,752.00 95 Main Bid 237990 Implementation (SWPP) LS \$48,498.00 \$48,498.00 96 Main Bid 541330 Permit	86	Main Bid	237310	Markings	LS	\$18,306.00	\$18,306.00
Bit Modular Wetlands System Type MWS-L EA \$28,877.00 \$57,754.00 90 Main Bid 238990 4-15-C EA \$28,877.00 \$57,754.00 90 Main Bid 238990 4-21-C EA \$36,481.00 \$72,962.00 91 Main Bid 238990 8-2-C EA \$32,590.00 \$34,752.00	87	Main Bid	237310	Thermoplastic Traffic Stripes	LS	\$4,158.00	\$4,158.00
89 Main Bid 238990 4-15-C EA \$28,877.00 \$57,754.00 90 Main Bid 238990 4-21-C EA \$36,481.00 \$72,962.00 91 Main Bid 238990 8-8-C EA \$32,590.00 \$32,590.00 91 Main Bid 238990 8-8-C EA \$32,590.00 \$32,590.00 92 Main Bid 238990 8-16-C EA \$58,114.00 \$58,114.00 93 Main Bid 23101 Baysaver 3K Bayseparator EA \$71,971.00 \$71,971.00 94 Main Bid 541330 Development (SWPP) LS \$44,752.00 \$44,752.00 95 Main Bid 237990 Implementation (SWPP) LS \$48,498.00 \$48,498.00 96 Main Bid 541330 Permit Fee (SWPPP) - Type 1 AL \$5,000.00 \$5,000.00	88	Main Bid	237310	Continental Crosswalk	LS	\$15,903.00	\$15,903.00
b5 Main Bid Modular Wetlands System Type MWS-L EA EA \$36,481.00 \$72,962.00 90 Main Bid 238990 4-21-C EA \$36,481.00 \$72,962.00 91 Main Bid 238990 8-8-C EA \$32,590.00 \$32,590.00 92 Main Bid 238990 8-16-C EA \$58,114.00 \$558,114.00 93 Main Bid 23710 Baysaver 3K Bayseparator EA \$71,971.00 \$71,971.00 94 Main Bid 541300 Development (SWPPP) LS \$44,752.00 \$44,752.00 95 Main Bid 237900 implementation (SWPPP) LS \$48,498.00 \$48,498.00 96 Main Bid 541330 Permit Fee (SWPPP) - Type 1 AL \$5,000.00 \$500.00				Modular Wetlands System Type MWS-	L-		
90 Main Bid 238990 4-21-C EA \$36,481.00 \$72,962.00 91 Main Bid 238990 8-8-C EA \$32,590.00 \$32,590.00 92 Main Bid 238990 8-8-C EA \$32,590.00 \$32,590.00 92 Main Bid 238990 8-16-C EA \$58,114.00 \$58,114.00 93 Main Bid 23710 Baysaver 3K Bayseparator EA \$71,971.00 \$71,971.00 94 Main Bid 541330 Development (SWPPP) LS \$44,752.00 \$44,752.00 95 Main Bid 237990 Implementation (SWPPP) LS \$48,498.00 \$48,498.00 96 Main Bid 541330 Permit Fee (SWPPP) - Type 1 AL \$5,000.00 \$500.00	89	Main Bid	238990	4-15-C	EA	\$28,877.00	\$57,754.00
91 Main Bid 238990 8-8-C EA \$32,590.00 \$32,590.00 91 Main Bid 238990 8-8-C EA \$32,590.00 \$32,590.00 92 Main Bid 238990 8-16-C EA \$58,114.00 \$58,114.00 93 Main Bid 237110 Baysaver 3K Bayseparator EA \$71,971.00 \$71,971.00 94 Main Bid 541330 Development (SWPPP) LS \$4,752.00 \$4,752.00 95 Main Bid 237990 Implementation (SWPPP) LS \$48,498.00 \$48,498.00 96 Main Bid 541330 Permit Fee (SWPPP) - Type 1 AL \$5,000.00 \$5,000.00				Modular Wetlands System Type MWS-	L		
91 Main Bid 238990 8-8-C EA \$32,590.00 \$32,590.00 92 Main Bid 238990 8-16-C EA \$58,114.00 \$58,114.00 93 Main Bid 237110 Baysaver 3K Bayseparator EA \$71,971.00 \$71,971.00 94 Main Bid 541330 Development (SWPPP) LS \$4,752.00 \$4,752.00 95 Main Bid 237990 implementation (SWPP) LS \$48,498.00 \$48,498.00 96 Main Bid 541300 Permit Fee (SWPPP) - Type 1 AL \$5,000.00 \$5,000.00	90	Main Bid	238990			\$36,481,00	\$72,962.00
Main Bid 238990 8-16-C EA \$58,114.00 \$58,114.00 93 Main Bid 238990 8-16-C EA \$58,114.00 \$58,114.00 93 Main Bid 237110 Baysaver 3K Bayseparator EA \$71,971.00 \$71,971.00 94 Main Bid 541330 Development (SWPPP) LS \$4,752.00 \$4,752.00 95 Main Bid 237990 implementation (SWPP) LS \$48,498.00 \$48,498.00 96 Main Bid 541330 Permit Fee (SWPPP) - Type 1 AL \$5,000.00 \$5,000.00	· · · · · · · · · · · · · · · · · · ·			Modular Wetlands System Type MWS-	L.		
92 Main Bid 238990 8-16-C EA \$58,114.00 \$58,114.00 93 Main Bid 237110 Baysaver 3K Bayseparator EA \$71,971.00 \$71,971.00 94 Main Bid 54130 Development (SWPPP) LS \$4,752.00 \$4,752.00 95 Main Bid 237990 Implementation (SWPPP) LS \$48,498.00 \$48,498.00 96 Main Bid 54130 Permit Fee (SWPPP) - Type 1 AL \$5,000.00	91	Main Bid	238990			\$32,590.00	\$32,590.00
92 Main Bid 237110 Baysaver 3K Bayseparator EA \$71,971.00 \$71,971.00 93 Main Bid 237110 Baysaver 3K Bayseparator EA \$71,971.00 \$71,971.00 94 Main Bid 541330 Development (SWPPP) LS \$4,752.00 \$4,752.00 95 Main Bid 237990 Implementation (SWPPP) LS \$48,498.00 \$48,498.00 96 Main Bid 541330 Permit Fee (SWPPP) - Type 1 AL \$5,000.00 \$5,000.00				Modular Wetlands System Type MWS-	L.		
94 Main Bid State Water Pollution Control Program 94 Main Bid 541330 Development (SWPPP) LS \$4,752.00 95 Main Bid 237990 Implementation (SWPPP) LS \$48,498.00 96 Main Bid 541330 Permit Fee (SWPPP) - Type 1 AL \$5,000.00	92	Main Bid	238990	8-16-C	EA	\$58,114.00	\$58,114.00
94 Main Bid 541330 Development (SWPPP) LS \$4,752.00 \$4,752.00 95 Main Bid 237990 Implementation (SWPPP) LS \$48,498.00 \$48,498.00 96 Main Bid 541330 Permit Fee (SWPPP) - Type 1 AL \$5,000.00 \$5,000.00	93	Main Bid	237110	Baysaver 3K Bayseparator	EA	\$71,971.00	\$71,971.00
95 Main Bid 237990 Implementation (SWPPP) LS \$48,498.00 \$48,498.00 96 Main Bid 541330 Permit Fee (SWPPP) - Type 1 AL \$5,000.00 \$5,000.00				-	ļ		
95 Main Bid 237990 Implementation (SWPPP) LS \$48,498.00 \$48,498.00 96 Main Bid 541330 Permit Fee (SWPPP) - Type 1 AL \$5,000.00 \$5,000.00	94	Main Bid	541330	Development (SWPPP)	LS	\$4,752.00	\$4,752.00
96 Main Bid 541330 Permit Fee (SWPPP) - Type 1 AL \$5,000.00 \$5,000.00				Water Pollution Control Program			
	95	Main Bid					
Subtotal \$3,793,601.80	96	Main Bid	541330	Permit Fee (SWPPP) - Type 1	AL		\$5,000.00
						Subtotal	\$3,793,601.80

			Subcontractor	5			1	15 11 The	
Name	Description	License Num	Amount	Type	Address 2	City 💦	State	ZipCode	Country 1
	portion of clear and grub / tree				8865 Winter	1			
Anton's Service, Inc.	removals	861069	\$35,000.00	CAU,MALE,ELBE,SDB	Gardens Blvd	Lakeside	CA	92040	United States
	_				2230 La		1		
Coast Landscaping Inc.	portion of irrigation	353359	\$87,891.90			Vista	CA	92081	United States
				NAT, MALE, PQUAL, MB					
SealRight Paving	portion of AC Paving	364113	\$496,185.80	E,CADIR	9053 Olive Dr.	Spring Valley	CA	91977	United States
					2401 Industry				
FenceCorp Inc.	portion of fencing	886544	\$95,760.00			Oceanside	CA	92054	United States
					365 W.				
		ļ		LAT,FEM,PQUAL,DBE,	Second Ave		1		
QSB Construction	portion of concrete sitework	956107	\$381,078.00	MBE,CADIR,WBE		Escondido	CA	92025	United States
		l			P.O. Box	}	1		
Perry Electric	portion of electric and traffic signa	747931	\$590,950.00		710310	Santee	CA	92072	United States
Underground Pipeline				CAU, FEM, ELBE, PQUAL		1	1		
Solutions, Inc.	portion of wet underground	956807	\$116,057.00	<u></u>	P.O. Box 145	Alpine	CA	91903	United States
					P.O. Box		1		
Statewide Stripes Inc.	portion of striping and signage	788286	\$47,060.00	CAU, MALE, DBE	600710	San Diego	CA	92160	United States
		Total	\$1,849,982.70						

Self-Performance 51.23%

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