City of San Diego

CONTRACTOR'S NAME:_	Dick Mille	er, Inc		
ADDRESS:	<u>930 Boardwalk, Suite H, Sa</u>	n Marcos, CA 9207	8	·
TELEPHONE NO.:	760-471-6842	FAX NO.:	760-471-6178	······································
CITY CONTACT: Angelica	a Gil, Contract Specialist,	Email: AngelicaG@	sandiego.gov	
Phone N	lo. (619) 533-3622, Fax No.	. (619) 533-3633		
D. Piron	hari / A. Jaro / J AD			

ORIGINAL

BIDDING DOCUMENTS





FOR

SIDEWALK REPLACEMENT GROUP 1602

BID NO.:	K-17-1534-DBB-3
SAP NO. (WBS/IO/CC):	B-16028
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	2, 3, 7
PROJECT TYPE:	ІК

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00PM JUNE 13, 2017 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:

City Engineer

5/4/2017 Date

Seal



Bld No. K-17-1534-DBB-3 Sidewalk Replacement Group 1602

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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 **Sidewalk Replacement Group 1602.** 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 web site: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$910,000.**
- 4. BID DUE DATE AND TIME ARE: June 13, 2017 at 2 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 or C8 or C12**,
- **7. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - **7.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	6.5%
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2.	ELBE participation	7.9%
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- 3. Total mandatory participation **14.4%**
- **7.2.** The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - **7.2.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - **7.2.2.** Submit 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 prequalification 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:May 18, 2017Time:10:00 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 OR Base Bid plus all Alternates.
- **9.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone; or for the Base bid plus one or more alternates.

10. SUBMISSION OF QUESTIONS:

10.1. The Director (or Designee) of 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. Any questions related to this solicitation shall be submitted to:

Public Works Contracts 1010 Second Avenue, 14th Floor San Diego, California, 92101 Attention: Angelica Gil OR:

AngelicaG@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. OPTION TO RENEW:

- **11.1.** The City of San Diego expects to have additional sidewalk panels replacement by contract with additional funding this fiscal year or next fiscal year. The City of San Diego reserves the right to exercise one option to renew this contract at the City's sole discretion under the terms and conditions herein stated, with the work to be performed commencing no later than 180 days after completion of the original contract work. The option to renew must be exercised by the City within 365 days after the date of the bid opening for this project. By submitting this bid, the bidder agrees that it shall not decline the City's option to renew.
- **11.2.** The option to renew, if exercised, will be for one or more of the line items noted above as determined by the City, for quantities to be specified by the City that will be within $(\pm 25\%)$ the quantities listed, with the total price to be adjusted in proportion to the quantities specified. The time for performance of the additional work shall be the same as the time for completion of the original contract work, adjusted proportionately by the amount of the additional work compared to the amount of the original contract work.
- **11.3.** If deemed necessary by the City, the option to renew will be exercised in writing by the City within 1 year of the date of the Bid opening for this project. The following conditions apply to the option to renew:
 - **11.3.1.** The total price of the option to renew shall not exceed the original contract amount. The option to renew will be for one or more of the listed Bid items as determined by the City, for quantities to be specified by the City that will be within twenty five percent (\pm 25%) of the quantities listed in the Bid.
 - **11.3.2.** The increase in lump sum Bid amounts e.g., bond, mobilization, storm water protection, and traffic control shall be in proportion to the amount of the added quantities. Allowance Bid items have been provided for this purpose where needed.

- **11.3.3.** The Contract Time to perform the additional Work will be the same as for the original Work, adjusted proportionately to the amount of the added Work compared to the amount of the original Work.
- **11.3.4.** The Retention for both original and added Work will be administered in accordance with 9-3.2, "Partial and Final Payment" of the General Provisions.
- **11.3.5.** A separate NTP will be issued for the added Work.
- **11.3.6.** A separate NOC may be filed for the added Work if the time between completion of the original Work and the commencement of the added Work exceeds 60 days.

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 online 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 responsibility to protect the confidentiality of the contractors' information, 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>[™].
- 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. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- **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 on 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. Prior 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 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK.
- 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") <u>http://www.greenbookspecs.org/</u>	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards <u>https://www.sandiego.gov/publicworks/edocref/drawings</u>	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications – <u>http://www.dot.ca.gov/des/oe/construction-contract-standards.html</u>	2015	PWPI092816-05

	Title	Edition	Document Number
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html			PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) -			PWPIO92816-07
http://www.	dot.ca.gov/trafficops/camutcd/		
NOTE:	*Available online under Engineering Docum http://www.sandiego.gov/publicworks/edocref/in		

- 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 addenda 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

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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:

- **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) FOR DESIGN-BID-BUILD CONTRACTS:

- **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.
- **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.

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- **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 Contractor Standards.
 - **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.

Bond No. 024070496 Premium: \$8,118.00

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Dick Miller, Inc. ______, a corporation, as principal, and The Ohio Casualty Insurance Company ______, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Eight Hundred Thirty Eight Thousand Eight Hundred Thirty Eight Dollars and Zero Cents (\$838,838.00) for the faithful performance of the annexed contract, and in the sum of Eight Hundred Thirty Eight Thousand Eight Hundred Thirty Eight Dollars and Zero Cents (\$838,838.00) 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.

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

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

Dated June 28, 2017

Approved as to Form

Dick Miller, Inc.

Principal

Bv -

Gten F. Bullock, president

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney By Deputy City Attorney

The Ohio Casualty Insurance Company

Surety/

Attorney-in-fact, Bart Stewart

Approved: Cin By

Stephen Samara Principal Contract Specialist Public Works Department

790 The City Drive South Ste. 200 Local Address of Surety

Orange, CA 92868 Local Address (City, State) of Surety

714-634-5732

Local Telephone No. of Surety

Premium \$_8,118.00

Bond No. 024070496

Sidewalk Replacement Group 1602 Performance and Payment Bonds (Rev. April 2017)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Certificate No. 6280709 American Fire and Casualty Company Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company POWER OF ATTORNEY KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart: Brittany Aceves: Molly Cashman all of the city of Encinitas state of CA each individually If there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed 2013 thereto this 11th day of September American Fire and Casualty Company Sr. 145 The Ohio Casualty Insurance Company 166 Liberty Mutual Insurance Company 1019 1986 1912 1061 West American Insurance Company rate, interest rate or residual value guarantees. 342-18-2 Xinos By: W. Davenport, Assistant Secretary STATE OF WASHINGTON ss COUNTY OF KING Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guar 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American On this 11th. day of September Ga Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written. OMA Ein By: KDRiley MATLON PUBLIC 05 This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company. The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV - OFFICERS - Section 12, Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations, Such attorneys in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full bower to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings, Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of June. YINS INSO 13560 1906 1919 1912 1991 David M. Carey, Assistant Secretary Qarue)) MAME VOIAN

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

9:00 am and 4:30 pm EST on any business day. confirm the validity of this Power of Attorney 1-610-832-8240 between 2

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of San Diego }

On 06/28/2017 before me, Brittany Aceves, Notary Public and title of the officer)

personally appeared Bart Stewart

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

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

WITNESS my hand and official seal.

DESCRIPTION OF THE ATTACHED DOCUMENT

Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date__

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

□ Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
 - Other _

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

BRITTANY ACEVES

Commission No. 2044569 NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY Commission Expires October 7, 2017

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document,
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- · Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of San Diego

On <u>June 30</u>, <u>2017</u> before me, <u>Mehrdad Mobasseri, Notary Public</u> (Here insert name and title of the officer)

personally appeared GLEN FRANCIS BULLOCK

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

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

WITNESS my hand and official seal.

mohan



Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

(Notary Seal)

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date____

(Additional information)

	Individual (s)
	Corporate Officer
	(Title)
	Partner(s)
	Attorney-in-Fact
	Trustee(s)
	Other
-	

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - ٠ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- · Securely attach this document to the signed document

ATTACHMENTS

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ATTACHMENT A

SCOPE OF WORK

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SCOPE OF WORK

- 1. SCOPE OF WORK: Furnish all labor, materials, equipment, services, and construction for the removal, replacement and repair of damaged sidewalks and tree-damaged sidewalks, curb & gutters, curb ramps and driveways as noted, and required tree services to mitigate impact of tree on streets, sidewalks, and surface drainage.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids, Appendix E Location Map and Appendix F Location List, inclusive.
- 2. ESTIMATED CONSTRUCTION COST: The City's estimated construction cost for this project is \$910,000.
- **3. LOCATION OF WORK:** The location of the Work is as follows:

See Appendix E – Location Maps

See Appendix F – Location List

- **4. CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **120 Working Days**.
 - **4.1. CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid, appropriate licenses at the time that the Bid is submitted. Failure to possess the specified licenses may render the Bid as **non-responsive** and ineligible for award.
 - **4.2.** The City has determined that the following licensing classifications are required for this contract:

Option	Classifications
1	A
2	C8
3	C12

4.3. The Bidder shall satisfy the licensing requirement by meeting <u>at least</u> one of the listed options.

ATTACHMENT B

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Sidewalk Replacement Group 1602 Attachment B – Intentionally Left Blank

ATTACHMENT C

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Sidewalk Replacement Group 1602 Attachment C – Intentionally Left Blank

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ATTACHMENT D

PREVAILING WAGES

Sidewalk Replacement Group 1602 Attachment D – Prevailing Wages (Rev. Nov. 2016)

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PREVAILING WAGES

- 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.

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- **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

Sidewalk Replacement Group 1602 Attachment E - Supplementary Special Provisions (Rev. April 2017)

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SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1. The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), addressed as the "City Supplement" herein, including the following:
 - a) General Provisions (A) for all Contracts.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are 7:30 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

- **2-3.2 Self Performance.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid.
- **2-14.3 Coordination**. To the "WHITEBOOK", ADD the following:
 - 2. Coordination will be done by the Contractor and will be made aware of other projects impacting the sidewalk work periodically during the construction.
- **2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 – CHANGES IN WORK

3-5.1 Claims. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 Claims.

- 1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.
- 2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
- 3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
- 4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
- 5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

- 1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
- 2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

- 1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.

- c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
- d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.7 City's Final Determination.

- 1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
- 2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
- 3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.8 Mandatory Assistance.

- 1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.8.1 Compensation for Mandatory Assistance.

- 1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
- 2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
- 3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
- 4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.
- **3-5.2.3 Selection of Mediator.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
 - 2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
 - 3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
 - 4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
 - 5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.
- **3-5.3 Forum of Litigation.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

SECTION 4 - CONTROL OF MATERIALS

- **4-1.3.6 Preapproved Materials.** To the "WHITEBOOK", 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.** To the "WHITEBOOK", ADD the following:
 - 11. You shall submit your list of proposed substitutions for an "equal" item no less than 15 Working Days prior to the Bid due date and on the City's Product Submittal Form available at:

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

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SECTION 5 – UTILITIES

5-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

g) Refer to Appendix I for more information on the protection of AMI devices.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

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

ADD:

6-3.2.1.1 Environmental Document.

- 1. The City of San Diego Planning Department has prepared a **Notice of Exemption** for **Sidewalk Replacement Group 1602**, as referenced in the Contract Appendix. You shall comply with all requirements of the Notice of Exemption as set forth in Appendix A.
- 2. Compliance with the City's environmental document shall be included in the Contract Price.
- **6-7.1 General.** To the "WHITEBOOK", item 3, ADD the following:
 - d) 30 Days for full depth asphalt final mill and resurfacing work required per SDG-107.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-3 INSURANCE.

1. 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, 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 shall be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

- **7-3.5.2.1** Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy 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.
- **7-4 NOT USED.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 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 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. 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.
- **7-8.6** Water Pollution Control. To the "WHITEBOOK", ADD the following:
 - 6. Based on a preliminary assessment by the City, this Contract is subject to WPCP.
- **7-20 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", ADD the following:
 - 2. Virtual Project Manager shall be used on this Contract.
- **7-21.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

SECTION 302 – ROADWAY SURFACING

302-3.2 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The Payment for the preparatory works shall be included in the Contract Unit Bid Item for which preparation works are performed, unless it is specified as a separate Bid Item.
- 2. Asphalt pavement repair, including both mill & pave and base repair digouts, shall be paid at the Contract unit price per ton for "Asphalt Pavement Repair". No additional payment shall be made for areas of over excavation as determined by the Engineer.

- 3. The payment for preparatory repair asphalt works shall be paid at the Contract Unit Price for "Asphalt Pavement Repair" for each ton placed and includes milling, grinding, hauling, disposal or saw cutting of existing pavement, tree roots removal, tack coating, compaction, and all other necessary work related to asphalt pavement installation.
- 4. Miscellaneous asphalt patching and tack coat shall be included in the unit price for Bid Item "Asphalt Pavement Repair" and no additional payment shall be made therefore regardless of number and location of patches.
- 5. The Payment for the asphalt concrete work related to remove and replace existing curb and gutter shall be included in the Bid Item "Remove and Replace Curb and Gutter".

SECTION 303 – CONCRETE AND MASONARY CONSTRUCTION

303-5.9 Measurement and Payment. To the "WHITEBOOK", ADD the following:

- 7. The payment for the replacement of existing sidewalks shall be included in the bid price per SF (square footage) in the Bid item "Remove and Replace Existing Sidewalk" for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over-excavation or outside of scope of work unless previously approved by the Engineer. No payment for sidewalk replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. Replaced sidewalk shall match existing scoring pattern for the sidewalk and payment for matching the scoring pattern shall be included in the Bid Item "Remove and Replace Existing Sidewalk".
- 8. The payment for the removal and replacement of curb and gutter shall be included in the Bid item "Remove and Replace Curb and Gutter" and shall be paid on a linear foot basis.
- **303-7.5 Measurement and Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Payment for colored concrete panels shall be included in the Bid Item "Remove and Replace Existing Sidewalk".

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-5 PAYMENT. To the "WHITEBOOK", REVISE Section "**304-5**" to "**304-6**".

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

- **306-15.8 Pipeline Appurtenances.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 6. Payment for removal and replacement of meter assembly shall be included in the bid item for "Meter Boxes". Payment for the meter, unless otherwise furnished by the City, concrete pads, appurtenant piping and couplings, meter boxes or vaults, and meter box lids shall be included in this payment.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

4.1

Nondiscrimination in Contracting Ordinance. To the "WHITEBOOK, subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

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(Check one or both)

TO: <u>X</u> 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 PLANNING DEPARTMENT 1010 SECOND AVENUE, SUITE 1200 MS 413 SAN DIEGO, CA 92101

_____Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814

PROJECT NO .: N/A

PROJECT TITLE: Sidewalk Replacement Group 1602

PROJECT LOCATION-SPECIFIC: See Attachment "Location List" for specific locations

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

<u>DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT</u>: The project involves furnishing all labor, materials, equipment, services and construction for the removal, replacement and repair of tree related and non-tree related damaged sidewalks, curb & gutters, curb ramps and driveways, as well as required tree services to mitigate impact of trees on streets, sidewalks, and surface drainage. Conversion and/or installation of curb ramps to meet ADA requirements, storm drain inlet protection and sediment control. All work would occur within the public right-of-way, previously disturbed and non-sensitive areas only. Storm Water Best Management Practices (BMPs) for erosion control preventing discharge, as well as Traffic Control Plan (TCP) would be implemented throughout construction. In addition, historical stamps would be preserved and relocated in accordance with the City's Whitebook specifications¹.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

<u>NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:</u> Transportation and Storm Water Department Contact: Dlluvan Piromari, 2781 Caminito Chollas, San Diego, CA 92105, (619) 527-8034

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]; SEC. 15303 [NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES])
- () STATUTORY EXEMPTION:

<u>REASONS WHY PROJECT IS EXEMPT</u>: The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environmental because the sidewalk replacement and related improvements will occur within the public right-of-way and no impacts to sensitive environmental resources would occur.

The project meets the criteria set forth in CEQA State Guidelines Sections:

15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing or minor alterations of existing public or private structures or facilities involving negligible or no expansion of use including grading of existing right of way for the purpose of public safety.

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Appendix A – Notice of Exemption

¹ Historical concrete stamps are not in and of themselves significant historic resources unless located within a Historic District where there is a historic context and subject to review by historical resources staff. Sidewalk Replacment Group 1602

15303 (New Construction or Conversion of Small Structures), which allows for construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure such as installation or upgraded ADA curb ramps.

Further this project does not meet any of the exceptions to the exemptions listed in CEQA Section 15300.2 including that no cumulative impacts were identified; no significant effect on the environment were identified; and the project is not adjacent to a scenic highway.

As to the exception for hazardous materials there are locations that are listed are listed on either EnviroStor or GeoTracker, San Diego High School (Attachment A: location of Items 137 and 138) and 7401 Mesa College Drive (location of Items 190, 191, 192, 193, 194, and 195). However, San Diego High School is listed on EnviroStor as a site investigation with no action needed and is listed as a closed underground tank case on GeoTracker and 7401 Mesa College Drive are no open environmental cases of known hazardous material contamination which would otherwise preclude use of a CEQA exemption pursuant to Section 65962.5 of the Government Code.

As to the exception to the exemption for substantial adverse change in the significance of a historic resource the project proposes right-of-way improvements within the boundary of the Ocean Beach Cottage Emerging Historical District (Items 23, 24, 25, 27, 28, 29, 30, 34, 35, and 37), which is a locally designated historic district listed on the City's Register as HRB Site #442. However, unlike a standard historical district where all properties and district features are classified and regulated as either contributing or non-contributing resources; the Ocean Beach Cottage Emerging Historical District is unique among all historic districts within the City in that the district is both thematic and voluntary in nature. Only properties that fall within the context of early beach cottage development constructed between 1887 and 1931 are eligible for inclusion in the district, and only those properties that are volunteered for designation by the property owner are designated and regulated. Due to the thematic and voluntary nature of the district, and the lack of geographic concentration of resources, right-of-way improvements such as sidewalk stamps are not considered contributing resources to the district, and are not regulated as district features. Therefore, the standard preservation procedures outlined in the Whitebook, including saw-cutting and resetting in the new pour, are sufficient to address sidewalk stamp preservation within the Ocean Beach Cottage Emerging Historical District and would not cause a substantial adverse change in the significance of a historic resource that would otherwise preclude use of a CEQA exemption.

LEAD AGENCY CONTACT PERSON: KURTIS STEINERT

TELEPHONE: (619) 235-5206

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

ENVIRONMENTAL PLANNER SIGNATURE/TITLE

February 15, 2017, DATE

(X) SIGNED BY LEAD AGENCY

CHECK ONE:

() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. <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

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

3. **DEFINITIONS**

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

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

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

4. <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 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

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

- 11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any 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 ¹/₂ "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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CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER	PAGE 50F 10	EFFECTIVE DATE October 15, 2002
PROGRAM)	SUPERSEDES DI 55.27	DATED April 21, 2000

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

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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						

	Applicatio	on for Fire	(EXHIBIT A)						
PUBLIC UTILITIES	Hydrant (Motor		(For Offic	ce Use Only)				
Water & Wastewater	пушанц	vieter	1	NS REQ	FAC#				
New Street			1	DATE	BY				
	METER	SHOP (619) 527-7	449 Applicati	ole Dato	Destronted by a				
Meter Informatio	n		Аррисан	on pate	Requested Inst	all Date:			
Fire Hydrant Location: (Attach	Detailed Map//Thoma	as Bros. Map Location c		wing.) p:	<u>т.в.</u>	G.B. (CITY USE)			
Specific Use of Water:	******		an a shi na shekara a sa			·			
Any Return to Sewer or Storm	Drain, if so , explain:			······································					
Estimated Duration of Meter U	lse:				Check Box If Re	claimed Water			
Company Information									
Company Name:	<u> </u>			•		م مرد از من من			
Mailing Address:									
City:	La cara de la característica de la característica de la característica de la característica de la característic	State:	Zip:	Pho	ne: ()				
*Business license#		1	*Contractor li	cense#					
A Copy of the Contracto	or's license OR BL	Islness License is	required at th	e time of mete	r issuance.	······································			
Name and Title of Bi (PERSON IN ACCOUNTS PAYABLE)				Pho	* .				
Site Contact Name a	nd Title:			Phoi	ne: ()				
Responsible Party N	ame:			Title	:				
Cal ID#				Pho	ne: (👘)	•			
Signature:			Date:			`			
Guarantees Payment of all Charges	Resulting from the use c	of this Meter. <u>Insures that</u>	employees of this Or	ganization understand	d the proper use of	Fire Hydrant Meter			
			\$ 1. 3						
Fire Hydrant Mete	er Removal I	Request	Requ	ested Removal I	Date:				
Provide Current Meter Location	l if Different from Abo	vei	, ,		ан аударад	^{int} and ^{int} and ^{int} and ^{int} and interest of the second state of the second s			
Signature:	,,, _,	, 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 1	Title:	**************************************	Date	2:			
Phone: ()		P	ager: () .					
City Meter	Private Met	er							
Contract Acct #:	•	. Deposit Ar	nount: \$ 93	6.00 Fees An	nount: \$62	.00			
Meter Serial #		· Meter Size:	05		Meter Make and Style: 6-7				
Backflow #		Backflow Si	26!	Backflor Make a		· .			
Name:	- 	Signature:		F Marke d	Make and Style: Date:				

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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.

2

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,

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Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

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APPENDIX D

SAMPLE CITY INVOICE

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City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No. City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Phone #:	
Contractor's fax #:	
Contact Name:	

Invoice No.

Invoice Date:

Billing Period:	(To)
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Item #	Item Description			Contract Authorization		Previous Totals To Date		This Estimate			Totals				
	•	Unit	Price	Qty		Extension	%/QTY		Amount	%/QTY	Amount		% / QTY		Amount
1					\$			\$			\$	-	0.00	\$	-
2					\$			\$	- '		\$	-	0.00%	\$	-
3					\$			\$	- '		\$	-	0.00%	\$	-
4					\$			\$			\$		0.00%	\$	-
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6					\$			\$	-		\$	-	0.00%	\$	-
7					\$	-		\$			_\$	-	0.00%	\$	
8					\$			\$			\$	-	0.00%	\$	
5		_			\$	-		\$			\$	-	0.00%	\$	
6					\$	-		\$			\$	-	0.00%	\$	
7					\$			\$			\$	-	0.00%	\$	
8					\$			\$			\$	_ ~	0.00%	\$	
9			"		\$			\$	+		\$	-	0.00%	\$	-
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	Field Orders				3		╬-───	\$			\$		0.00%	_ ? _\$	
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L	CHANGE ORDER No.				\$			\$		<u> </u>	\$	-	0.00%	\$	
					\$			\$			\$	-	0.00%	\$	-
	Total Authorized Amo	ount (incl	uding approved Ch	ange Order) \$			\$	-	l –	\$	-	Total Billed		
	SUMMARY		<u></u>		71 Ŧ		ш	<u> </u>	• •	Ш			,	<u> </u>	
	A. Original Contract Amount		\$ -	I	certi	ly that the materia	als	1	Retention	and/or E	scrow Payn	nent S	chedule		
	B. Approved Change Order #00 Thru #00		\$ -	ha	ve be	en received by m	e in	Tota	Retention Rec	uired as o	f this billing (It	em E)			\$0.00
	C. Total Authorized Amount (A+B)		\$ -	theq	the quality and quantity spe 		ecified	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)		\$ -					Amt to Release to Contractor from PO/Escrow:							
	F. Less Total Previous Payments		\$ -					[
	G. Payment Due Less Retention		\$0.0	00	Cons	struction Enginee	r								
	H. Remaining Authorized Amount		\$0.0					Con	tractor Signatui	e and Dat	e:			_	

APPENDIX E

LOCATION MAPS

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Sidewalk Replacement Group 1602



Sidewalk Replacement Group 1602



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Sidewalk Replacement Group 1602



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Sidewalk Replacement Group 1602









Sidewalk Replacement Group 1602



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Sidewalk Replacement Group 1602



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8.5x11 0 200 400 800 Feet 94 Page Sidewalk Replacement Group 1602 Image: Comparison of the second
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N Appendix E - Location Maps

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4386 4378 09557 4350 4346 4338 4330 4320 4320 4320	4345	4384 0103995 4353 4358 0 4350 4358 0 4358 0 4328 0 4328 0 1810	4393 4385 4375 00034910 0034920 0034920	4385 4386 4385 4386 4367 4366 4359 4360 4349 4350 4345 4344 4345 0 4328 2010	$\begin{array}{ c c c c c c c c c c c c c c c c c c c$	4393 4386 4383 4386 4383 4370 4365 4370 4365 4362 4357 4366 4357 4366 4357 4366 4357 4366 4351 4366 4333 4338 4325 50 00 10 00 10 00 10 00 10 00 10	$\begin{array}{ c c c c c c c c c c c c c c c c c c c$	2403 12 4381 12 4381 4373 4385 4380 4365 4368 4357 4380 4349 4352 4341 4334 4325 4326 4325 4326 70 87 80 70
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8.5x11 Sidewalk Replacement Group 1602					115 Page

N Appendix E - Location Maps

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Sidewalk Replacement Group 1602









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8.5x11 Sidewalk Replacement Group 1602 N Appendix E - Location Maps	0 200 400 800 Feet	Page 59 of 78 124 Page





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N Appendix E - Location Maps

























1731 1740 1726 171606	1731 1746 1741 1736 1736 1736 1736 1736 1736 1736 173	1789 250 350	[0	777	320 DATE	1750 1732 1721 ST	
0,29 0,29 0,29 0,29 0,29 0,29 0,29 0,29	523 1668 1655 1654 1643 1642 1601 0 412	1660 223 5 1653 5 1661 5 1637 1642 5 1661 5 1631 1632 1646 1646 1646 1617 1620 1 240 1602	1686	1617 0 0	350	0 1620 550	1642 CEDAR-ST
	1565 N 1549 1557 419 1555 0 0 1542 1501 155	300 0 0 1551 9 1543 1538 1525 1534 0 1516 0 1510	1501	$ \begin{bmatrix} & 1572 \\ & 5 \\ & 1556 \\ 0 & & \\ & 1535 \\ 0 \\ 0 & 1502 \\ 0 \end{bmatrix} $	349 55 1522 1567	1566 1552 1552 1552 1552 1552 1552 1552 1530 1530 152 1518 152 532	1562 1501 BEECH-ST BEECH-ST
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Sidewalk Replacement Group 1602



Sidewalk Replacement Group 1602



APPENDIX F

LOCATION LIST

ITEM	CGID	СВ	TB PAGE	Map Page	LOCATION	Est SW sq'	Est DW sq'	Est CG lin	Crb Rmp ea	Hrd Scp	RP+RB	Tree Removal	Tree Planting	Trimming	meter box	Historic Stamp	Survey Marker	Concrete	Tree Work
1	0031292	7	1229-H7	1	5787 SANTO RD	162					1			1				R&R SW 6x27	RP and Trim (1) Tree
2	0031339	7	1229-H7	1	5791 SANTO RD (S. of El Comal DR)	545		30				1	3					R&R SW 84x5,5x25, CG 30	Rmv (1) EUC, Plnt (3) Gold Medallion
3	0031392	7	1249-J1	2	10985 CLAIREMONT MESA BL	115												R&R SW 23x5	
4	0031393	7	1249-J1	2	10985 CLAIREMONT MESA BL	12												R&R SW 2x6	
5	0031394	7	1249-J1	2	10985 CLAIREMONT MESA BL	365						2						R&R SW 73x5	Rmv (2) Ficus
6	0031412	7	1249-J1	2	11220 CLAIREMONT MESA BL	250												R&R SW 50x5	
7	0031856	7	1249-H1	3	A/F 5156 SANTO RD	780		105			2	1	1					R&R SW 130x6, CG 105	RP (2) Liq, Rmv (1) Syc, Plnt (1) Raywood Ash
8	0056186	7	1249-G3	3	4867 SANTO RD	120												R&R SW 20x6	
9	0056187	7	1249-G3	3	10425 TIERRASANTA BL (On SANTO RD)	84		14									1	R&R SW 14x6	
10	0056189	7	1249-G3	4	4864 SANTO RD	108					1							R&R SW 18x6,	RP (1) C Elm
11	0055863	7	1249-G3	4	4268 SANTO RD	60												R&R SW 6X10	
12	0055865	7	1249-G3	4	4268 SANTO RD	30												R&R XW 6X5	
13	0055866	7	1249-G3	4	4268 SANTO RD	30												R&R SW 6X5	
14	0055858	7	1249-G3	4	4268 SANTO RD	92		5										R&R SW 6X15, CG 5	
15	0056179	7	1249-G3	4	4205 SANTO RD	270												R&R SW 6X25 & 6X20.	
16	0056180	7	1249-G3	4	4205 SANTO RD	180												R&R SW 6X30.	
17	0056181	7	1249-G3	4	4205 SANTO RD	48												R&R SW 4X12.	
18	0055872	7	1249-G3	5	4205 SANTO RD	450					5			1				R&R SW 6X75,	RP (5) Crape Myrtle
19	0103983	7	1250-J3	6	7457 COWLES MTN BL (On ACUFF DR)	128					1			1				R&R SW 4x32	RP(1) Liq
20	0085466	2	1248-B5	7	4793 NOYES ST	140					1			1				R&R SW 35X4	RP & Trīm (1) Tree
21	0086575	2	1248-B4	8	2150 BERYL ST	70												R&R SW 5x14	
22	0090303	2	1248-E4	10	3876 CLAIREMONT DR	100		20				1	1					R&R SW 25X4,CG 20	Rmv (1)Tree, Plnt (1) Brisbane Box
23	0090306	2	1248-E4	10	3852 CLAIREMONT DR	120					1							R&R SW 30X4	RP (1) Tree
24	0092932	2	1248-E4	10	3799 CLAIREMONT DR (A/F 3660)	100					2			2				R&R SW 25X4	RP & Trim (2) Tree
25	0092933	2	1248-E4	10	3799 CLAIREMONT DR (A/F 3650)	128					1			1				R&R SW 32X4	RP & Trim (1) Tree
26	0093055	2	1248-E4	10	3670 CLAIREMONT DR	220		20		220		3	3	2				R&R SW 55X4, HrdScp 55X4, CG 20	Rmv (3) Carobs Pint BBox (3)
27	0093060	2	1248-E4	10	3762 CLAIREMONT DR	180				40		1	1					R&R SW 45X4, HrdScp 10x4	Rmv (1) City Tree, Plnt (1) Brisbane Tree
28	0093062	2	1248-E4	10	3774 CLAIREMONT DR	140		20				1	1					R&R SW 35X4, CG 20	Rmv (1) City Tree, Plnt (1) Brisbane Tree
29	0092856	2	1248-F4	10	4454 UTE DR	200					1							R&R SW 50X4	RP (1) Tree
30	0036353	7	1250-C4	11	5961 LARCHWOOD AV	16								1				R&R SW 4x4	

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ITEM	CGID	œ	TB PAGE	Map Page	LOCATION	Est SW sq'	Est DW sq [']	Est CG IIn'	Crb Rmp ea	Hrd Scp	RP+RB	Tree Removal	Tree Planting	Trimming	meter box	Historic Stamp	Survey Marker	Concrete	Tree Work
31	0098217	2	1247-J5	12	1452 MISSOURI ST	100		20				1						R&R SW 5x20, CG 20	Rmv(1)Tree, Plnt (2) NZ X-mass
32	0098483	2	1247-J5	12	1413 Missouri St	140		15				2						R&R SW 5x28, CG 15	Rmv(2)Tree, Plnt (2) GM
33	0098415	2	1247-J5	12	1405 DIAMOND ST	875		50				5	2					R&R SW 5x175, CG 50	Rmv (5) Tree, Pint (2) NZ X-mass
34	0098394	2	1247-J5	12	A/F 1510 Diamond ST	155		20				1	2					R&R SW 5x31, CG 20	Rmv(1)Tree, Pint (2) NZ X-mass
35	0098397	2	1247-J5	12	A/F 1510 Diamond ST	125		25				1	2					R&R SW 5x25, CG 25	Rmv(1)Tree, Plnt (2) NZ X-mass
36	0098400	2	1247-J5	12	A/F 1504 Diamond ST	115		23				1	2					R&R SW 5x23, CG 23	Rmv(1)Tree, Plnt (2) NZ X-mass
37	0098408	2	1247-J5	12	A/F 1466 DIAMOND ST	225		40				2	2					R&R SW 5x45, CG 40	Rmv(2)Tree, Plnt (2) NZ X-mass
38	0098414	2	1247-J5	12	A/F 1452 DIAMOND ST	190		30				1	2					R&R SW 5x38, CG 30	Rmv(1)Tree, Plnt (2) NZ X-mass
39	0099574	2 ·	1248-B5	13	2410 FOGG ST	120					1							R&R SW 30X4	RP (1) Tree
40	0087300	2	1248-B5	13	2206 BALBOA AV (On Olney)	125					3							R&R SW 5x25	RP (3)
41	0087301	2	1248-B5	13	2207 GARNET AV (On Olney)	515		106				5	7					R&R SW 5x100, CG 105	Rmv (5)Tree, Plnt (7) NZ X-mass
42	0099498	2	1248-B5	13	4460 CULVER ST	180					1			L				R & R SW 4X45	RP (1)
43	0099501	2	1248-B5	13	4450 Culver St	152					1			ι				R&R SW 38X4	RP & Trim(1)
44	0099503	2	1248-B5	13	4430 Culver St	90		15	1		1			L				R&R SW 18X5, CrbRmp Type D	RP & Trim(1)
45	0099504	2	1248-B5	13	4430 Culver St	115			1		1			ι				R&R SW 23X5, Crb Rmp Type D	RP & Trim (1),
46	0099506	2	1248-85	13	4470 Culver St	100					2			2				R&R SW 25X4	RP & Trim (2) City Tree,
47	0092941	2	1248-E4	14	3799 CLAIREMONT DR (A/F 3614)	288					2			2				R&R SW 72X4	RP & Trim (2) Tree
48	0103972	2	1248-F5	14	3410 CLAIREMONT DR (On Dakota DR)	100		25				1	1					R&R SW 25X4, CG 25	Rmv(1)Tree, Plnt (1) Brisbane
49	0098575	7	1249-A5	15	3181 ARMSTRONG ST	105												R&R SW 5X21	
50	0098576	7	1249-A5	15	3170 ARMSTRONG ST	125												R&Ř SW 5X25	
51	0089122	7	1249-A5	15	7421 MESA COLLEGE DR	120												R&R SW 5X24.	
52	0089123	7	1249-A5	15	7401 MESA COLLEGE DR	50	105											R&R SW 5X10, DWY 5X21.	
53	0089124	7	1249-A5	15	7401 MESA COLLEGE DR	150												R&R SW 5X30.	
54	0089125	7	1249-A5	15	7401 MESA COLLEGE DR	100												R&R SW 5X20.	
55	0089126	7	1249-A5	15	7401 MESA COLLEGE DR	60			1		1							R&R SW 5X12,CrbRmp Type "C" SDG-138	RP(1) Ficus
56	0089127	7	1249-A5	15	7401 MESA COLLEGE DR	50		20	1									R&R SW 5X10,CG 20, CrbRmp "C" SDG-138	
57	0089129	7	1249-A5	15	7401 MESA COLLEGE DR	75												R&R SW 5X15	
58	0035055	7	1249-D4	16	9100 VILLAGE GLEN DR	450					2			2				R&R SW 90x5	RP (2) EUC, Reduction Prune
59	0099542	7	1249-D4	16	3486 POMEROY ST	80												R&R SW 16x5	
60	0099645	7	1249-D4	16	3493 POMEROY ST	80												R&R SW 16x5	

ITEM	CGID	œ	TB PAGE	Map Page	LOCATION	Est SW sq'	Est DW sq'	Est CG lin'	Crb Rmp ea	Hrd Scp	RP+RB	Tree Removal	Tree Planting	Trimming	meter box	Historic Stamp	Survey Marker	Concrete	Tree Work
61	0035031	7	1249-D5	16	9014 GRAMERCY DR	200					1							R&R SW 20x5	RP (1) Jacaranda
62	0038065	7	1250-C4	17	7673 MARGERUM AV	150												R&R SW 5x30	
63	0103984	7	1250-E4	18	7856 LAURELRIDGE RD	48					1							R&R SW 12x4	RP (1) Juniper
64	0094134	2	1247-J5	19	4573 GRESHAM ST	75		15		48		1	2					R&R SW 5x15, HrdScp 4x12, CG 15	Rmv (1)Tree, Pint (2) NZ X-mass
65	0094136	2	1247-J5	19	4576 GRESHAM ST (AT Emerald)	125		25		165		1	2					R&R SW 5X25,HrdScp 33x5, CG 25	Rmv(1)Tree, Plnt (2) NZ X-mass
66	0094137	2	1247-J5	19	4576 GRESHAM ST (AT Emerald)	110		20		200		2	2					R&R SW 5X2,HrdScp 40x5, CG 20	Rmv (2) Tree, Plnt (2) NZ X-mass
67	0094138	2	1247-J5	19	4576 GRESHAM ST (AT Emerald)	150		15				1	2					R&R SW 5x30, CG 15	Rmv(1)Tree, Plnt (2) NZ X-mass
68	0096483	2	1247-J5	19	1375 EMERALD ST	275	165	30				1	1					R&R SW 36x5, CG 30, DO 8x10, DWY 11x15	Rmv(1)Tree, Plnt (1) GM
69	0094535	2	1247-J6	19	1106 GRAND AV (On Dawes St)				2		1							R&R SW 5x10, CrbRmp 2 (D)	RP(1)
70	0103991	2	1247-J6	19	4402 DAWES ST (At Alley)				2									Install (2) CrbRmp Type D	
71	0096376	2	1248-A5	20	4540 INGRAHAM ST (On Felspar)	90												R&R SW 5x18	
72	0096377	2	1248-A5	20	1555 FELSPAR ST	70					1							R&R SW 14x5	RP (1) City Tree
73	0096379	2	1248-A5	20	1547 FELSPAR ST	55					1			1				R&R SW 11x5	RP (1) City Tree
74	0091827	7	1249-A6	21	7517 LINDA VISTA RD	80					1			Τ				R&R SW 4X20	RP (1)
75	0032964	7	1250-D5	23	6759 NAVAJO RD (Near Bus Stop)	50					1			1				R&R SW 5x10	RP & Trim (1)
76	0063900	7	1250-G5	24	7614 Lake Adion DR	128					1						1	R&R SW 32x4	RP (1) CWOOD
77	0103985	7	1250-G5	24	6455 LAKE ADLON CT	75		15		50		1	3				1	R&R SW 5x15, HrdScp 5x10,CG 15	Rmv (1) CWOOD, Pint (3) GM
78	0062474	7	1250-H5	25	8101 BEAVER LAKE DR On LAKE BADIN AV)	168					1							R&R SW 6x28	RP (1) Mex Fan Palm
79	0062476	7	1250-H5	25	6459 LAKE BADIN AV (E of Lake Cayuga DR)	150					1			Τ				R&R SW 5x30	RP (1) CWOOD
80	0062479	7	1250-H5	25	6445 LAKE BADIN AV	40			2									R&R SW 5x8, (2) Crb Rmp "C" SDG-138	
81	0062499	7	125 0- H5	25	8081 BEAVER LAKE DR (On Lake BADIN AV)	200												R&R SW 4x50	
82	0063962	7	1250-H5	25	8231 Beaver Lake DR	120		20				1	2	1				R&R SW 30x4, CG 20	RP (1) CWOOD, Plnt (2) GM
83	0063965	7	1250-H5	25	8241 Beaver Lake DR	120		24				1	2					R&R SW 30x4, CG 24	Rmv (1) CWOOD, Pint (2) GM
84	0063967	7	1250-H5	25	8261 Beaver Lake DR	80		22		100		1	1		Т			R&R SW 4x20, HrdScp 5x20, CG22	Rmv (1) CWOOD, Pint (1) GM
85	0062862	7	1250-J5	25	8302 JUNE LAKE DR (ON BOULDER LAKE AV)	120				200	2							R&R SW 4x30, HrdScp 5x40	RP (2) Enlarge Planter
86	0063045	7	1250-J5	25	6415 BOULDER LAKE AV	225					1			1				R&R SW 5x45	RP & Trim (1) EUC
87	0063046	7	1250-J5	25	6419 BOULDER LAKE AV	150					1							R&R SW 5x30	RP (1) Tree
88	0103980	2	1247-J6	26	1149 THOMAS AV	50					1			1				R&R SW 5x10	RP & Trim (1)
89	0103981	2	1247-J6	26	1153 THOMAS AV	110					2			2				R&R SW 5x22	RP & Trim (2)
90	0097258	2	1247-J6	26	4264 Cass ST	310		50		365		2	4					R&R SW 62x5, Hrd Scp 13x5, 15x5, 45x5, CG 50	Rmv(2)Tree, Plnt (4) GM

ITEM	CGID	CD	TB PAGE	Map Page	LOCATION	Est SW sq ¹	Est DW sq'	Est CG lin'	Crb Rmp ea	Hrd Scp	RP+RB	Tree Removal	Tree Planting	Trimming	meter box	Historic Stamp	Survey Marker	Concrete	 Tree Work
91	0097253	2	1247-J6	26	A/F 1067 REED AV	175		30				1	2					R&R SW 5x35, CG 30	Rmv(1)Tree, Plnt (2) NZ X-mass
92	0097275	2	1247-J6	26	1067 REED AV	40					1					-		R&R SW 5x8	RP(1)
93	0097276	2	1247-J6	26	1035 REED AV	20												R&R SW 4X5	
94	0097277	2	1247-J6	26	1035 REED AV	20				·								R&R SW 4x5	
95	0049969	7	1248-J6	27	2731 ULRICH ST (ON OSLER ST)	20												R&R SW 4X5	
96	0049976	7	1248-J6	27	6884 OSLER ST	135		İ5				1	2					R&R SW 5X12 & 5X15, CG 15	Rmv (1) EUC, Plnt (2) Canary Pine
97	0049977	7	1248-J6	27	6878 OSLER ST	120		24				1	1					R&R SW 5X24, CG 24	Rmv (1) EUC, Plnt (1) Canary Pine
98	0049950	7	1248-J6	28	7060 LEVANT ST	60												R&R SW 5X12	
99	0065728	7	1249-J6	29	4711 ZION AV (ON CRAWFORD ST)	180												R&R SW 36x5	
100	0065730	7	1249-J6	29	6573 CRAWFORD ST	180					1							R&R SW 36x5	RP(1) City Tree
101	0030991	7	1250-A6	29	A/F 6606 WINONA (ON ZION AV)	100					2							R&R SW 5X20	RP(2) City Tree
102	0030992	7	1250-A6	29	A/F 6605 ESTRELLA (ON ZION AV)	100												R&R SW 5x20	
103	0030993	7	1249-J6	29	6604 ESTRELLA AV (ON ZION AV)	440				80								R&R SW 4x60, 4x50, HrdScp 4x20	
104	0030995	7	1249-J6	29	4840 ZION AV	120												R&R SW 30x4	
105	0031250	7	1250-A6	30	5149 GREENBRIER AV	240												R&R SW 5x48	Rmv Stump
106	0030984	7	1250-A6	30	6620 WINONA AV	60					1							R&R SW 4x15	RP(1) City Tree
107	0031194	7	1250-A6	30	6659 GLENROY ST (ON GREENBRIER)	150					2							R&R SW 30x5	RP(2) City Tree
108	0031195	7	1250-A6	30	6659 GLENROY ST (ON GREENBRIER)	225					1			1				R&R SW 45x5	RP(1) City Tree
109	0031196	7	1250-A6	30	6659 GLENROY ST	215					2							R&R SW 43x5	RP(2) City Tree
110	0031197	7	1250-A6	30	6659 GLENROY ST	280					2				_			R&R SW 56x5	RP(2) City Tree
111	0031199	7	1250-A6	30	6659 GLENROY ST	240					2							R&R SW 5x48	RP (2) City Tree
112	0031200	7	1250-A6	30	5106 ZION AV	50												R&R SW 5x10	
113	0031251	7	1250-A6	30	5149 GREENBRIER AV	165					1							R&R SW 33x5	RP(1) City Tree
114	0031253	7	1250-A6	30	5149 GREENBRIER AV	110					1							R&R SW 22x5	RP(1) City Tree
115	0031255	7	1250-A6	30	5129 GREENBRIER AV	325					2							R&R SW 5x65	RP (2) City Tree
116	0031260	7	1250-A6	30	6707 GLENROY ST	250		100			2							R&R SW 5x50, CG 100	RP (2) City Tree
117	0061421	7	1250-G5	31	A/F 6258 TWIN LAKE DR	100												R&R SW 5x20	
118	0061422	7	1250-G5	31	A/F 6254 TWIN LAKE DR	250												R&R SW 5x50	
119	0061424	7	1250-G5	31	A/F 7684 LAKE REE AV (ON TWIN LAKE DR)	175												R&R SW 5x35	
120	0061425	7	1250-G5	31	A/F 7684 LAKE REE AV (ON TWIN LAKE DR)	110												R&R SW 5x22	

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ITEM	CGID	съ	TB PAGE	Map Page	LOCATION	Est SW sq'	Est DW sq'	Est CG lin'	Crb Rmp ea	Hrd Scp	8X+4X	Tree Removal	Tree Planting	Trimming	meter box	Historic Stamp	Survey Marker	Concrete	Tree Work
121	0062606	7	1250-H5	32	6445 Lake Badin AV (ON LAKE ADLON DR)	310					2							R&R SW 5x62	RP(2) Pine
122	0062813	7	1250-H5	32	6397 Badger Lake AV (ON LAKE ADLON DR)	100					1							R&R SW 4x25	RP (1) CWOOD
123	0062551	7	1250-J5	32	8260 LAKE ADLON DR	250					1			1				R&R SW 5x50	RP & Trim (1) EUC
124	0062552	7	1250-J5	32	8274 LAKE ADLON DR	500		100			2			2				R&R SW 5x100, CG 100	RP & Trim (2) EUC
125	0063044	7	1250-J5	32	6407 BOULDER LAKE AV	240					2			2				R&R SW 5x48	RP & Trim (2) EUC
126	0103986	7	1251-A5	33	6390 LAKE APOPKA PL	150		30				2	3					R&R SW 5x30, CG30	Rmv (2) CWOOD & BRX,Pint (3) GM
127	0049847	7	1248-J7	34	2386 WEST JEWETT ST	20												R&R SW 4X5	
128	0049945	7	1248-J7	34	6744 FULTON ST	120					2							R&R SW 4X30	RP (2) Redwood
129	0065048	7	1249-J7	35	4603 RAINER AV (ON HOLABIRD ST)	360		26				1	2			1	2	R&R SW 4x90, CG26	Rmv (1) Liq, Plnt (2) Raywood Ash
130	0031930	7	1250-A6	36	5061 ORCUTT AV	150					1							R&R SW 5x30	RP (1) Kaffir Plum
131	0038148	7	1251-A6	37	8780 BLUE LAKE DR	120		30				1	2					R&R SW 4X30, CG 30	Rmv (1) Liq, Plnt (2) Raywood Ash
132	0049870	7	1248-J7	38	A/F 2365 EAST JEWETT ST	328	6				3			3				R&R SW 4X70 & 4X12	RP & Trim (3) EUC
133	0049848	7	1248-J7	38	2376 WEST JEWETT ST	28												R&R SW 4X7	
134	0063310	7	1250-C7	39	5791 THETA PL (AT LAMBDA DR)	150		25	1			1	1			1		R&R SW 5X30, CrbRmp Type A, CG25	Rmv (1) Pine, Plnt (1) Crape Myrtle
135	0063371	7	1250-C7	39	5744 THETA PL	40												R&R SW 4X10	
136	0063309	7	1250-C7	40	A/F 6232 LAMBDA DR	250		12			1							R&R SW 5X50, CG 12	RP (1) Ash
137	0063198	7	1250-C7	40	6270 DEL CERRO BL	120												R&R SW 5X24	
138	0063200	7	1250-C7	40	6292 DEL CERRO BL	125												R&R SW 5X25	
139	0063201	7	1250-C7	40	6292 DEL CERRO BL	180	10				1							R&R SW 5X36, DWY 5X2	RP (1) Pine
140	0063308	7	1250-C7	40	A/F 6278 LAMBDA DR	250		20			1							R&R SW 5X30, 5X20, CG 20	RP (1) Ash
141	0066724	7	1250-E7	41	5806 RIDGEMOOR DR	15	45	12				1			_			R&R 5W 5X3, DWY 5X9, CG 12	Rmv (1) Ficus
142	0103971	2	1268-G2	42	5998 ALCALA PARK (On Linda Vista)	240					1							R&R SW 4x60	RP (1) Tree
143	0034642	3	1269-C3	43	1903 ADAMS AVE (On Georgia ST)	363		48										R&R 5.5X66, CG 48	
144	0034644	3	1269-C3	43	1845 ADAMS AVE (On Georgia ST)	88												R&R 5.5X16	
145	0035244	3	1269-C3	43	2024 ADAMS AVE	84												R&R 6X14	
146	0035245	3	1269-C3	43	2024 ADAMS AVE	84												R&R 6X14	
147	0035247	3	1269-C3	43	1972 ADAMS AVE	44												R&R 8X5.5	
148	0035249	3	1269-C3	43	1903 ADAMS AVE	341												R&R 10x5.5, 5.5x52	
149	0035253	3	1269-C3	43	1921 ADAMS AVE	143			2									R&R 5.5X26, Install 2 CrbRmp (D)	
150	0034772	3	1269-C3	44	4659 FLORIDA ST	550												R&R 5.5x100	

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151	0034774	3	1269-C3	44	4659 FLORIDA ST (At ADAMS)	120												R&R 5X24	
152	0033696	3	1269-D4	45	4541 OREGON ST	80												R&R SW 5X16.	
153	0033697	3	1269-D4	45	4541 OREGON ST	35												R&R SW 5X7.	
154	0033698	з	1269-D4	45	2705 MADISON AV	480		31			2	2	2					R&R SW (2)5X48,CG 31	RP (2) BBOX, RMV (2) LIQ, PLNT (2) GM
155	0033757	з	1269-D4	45	4506 OREGON ST	240												R&R SW 5X48	
156	0033762	3	1269-D4	45	4566 OREGON ST	250										1	1	R&R SŴ 5X50.	
157	0033823	3	1269-D4	45	2736 MONROE AV	90												R&R SW 5X18.	
158	0033834	3	1269-D4	45	A/F 2704 MONROE AV (Garfield School)	550	210											R&R SW 10X55, DWY 10X21.	
159	0034004	3	1269-D4	45	2626 MEADE AV	150												R&R SW 5X30	
160	0037903	3	1269-F4	46	4588 35TH ST	200					3							R&R SW 40x5,	RP (1) CWOOD, (2) QUEEN
161	0090903	2	1267-J5	47	5188 WEST POINT LOMA BL	1908		10	1						2			R&R SW 123X6,6X195, CrbRmp B	
162	0090687	2	1267-J5	47	5126 WEST POINT LOMA BL	20	Ì								Ĺ			R&R SW 4X5	
163	0090696	2	1267-J5	47	5113 WEST POINT LOMA BL	60												R&R SW 12X5	
164	0082256	2	1268-C5	48	4122 ORLEANS EAST (On W.Point Loma)	30			1									R&R SW 5X6, CrbRmp Type "C" SDG-138	
165	0082257	2	1268-C5	48	4120 WEST POINT LOMA BL	143			1		1							R&R SW 25X5, 6X3, CrbRmp "C" SDG-138	RP (1) Tree
166	0082259	2	1268-C5	48	3980 WEST POINT LOMA BL	120					1							R&R SW 24X5	RP (1) Tree
167	0082055	2	1268-C5	48	2945 BARNARD ST	125					1						L	R&R SW 25X5	RP (1) Tree
168	0034919	3	1269-C4	49	1940 EL CAJON BLVD	250					2							R&R SW 5X50,	RP(2) EUC
169	0034920	3	1269-C4	49	1940 EL CAJON BLVD	150			1		1							R&R SW 5X30, Inst CrbRmp (A)	RP(1) EUC
170	0103995	з	1269-C4	49	4358 Georgia ST	90		15				1	1		1			R&R SW 6x15, CG 15	RMV (1) LIQ, PLNT (1) RAYWOOD ASH
171	0053179	з	1269-C5	49	9 4133 NORMAL ST	192				_	1							R&R SW 32x6	RP (1) JAC
172	0053180	3	1269-C5	49	4153 NORMAL ST (By Car Wash)	150					1							R&R SW 5x20, 5x10	RP (1)
173	0053181	з	1269-C5	4	9 4157 NORMAL ST (By Car Wash)	160					2							R&R SW 8x20	RP (1) ELM (1) CWOOD
174	0033693	з	1269-D4	50	4365 OREGON ST	90										1		R&R SW 5X18.	
175	0033754	3	1269-D4	5	4376 OREGON ST	40	40											R&R SW 5X8, DW 5X8.	
176	0033755	з	1269-D4	51	4384 OREGON ST	250					2					1		R&R SW 5X50	RP (2) City Tree
177	0033779	3	1269-D4	5	0 2744 EL CAJON BL (On Idaho St)	325					3							R&R SW 5X65	RP(2) LIQ (1) CWOOD
178	0034510	3	1269-D5	5	0 4176 OREGON ST	170												R&R SW 5X30.	
179	0035398	3	1269-D4	5	2827 HOWARD AV	50												R&R SW 5X10.	
180	0035403	3	1269-D5	5	0 4195 HAMILTON ST (On Howard)	300												R&R SW 5X60.	

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181	0091367	2	1267-J6	51	1951 ABBOTT ST	50				5	1							R&R SW 5X10, HRDSCP 2.5X2	RP (1) Tree
182	0091427	2	1267-J5	51	2005 ABBOTT ST (On Saratoga)	25												R&R SW 25X5	
183	0091385	2	1267-J6	51	1946 ABBOTT ST	40												R&R SW 24X10	
184	0082280	2	1268-B5	52	4425 VALETA ST (A/F 4427 Montalvo)	920					2							R&R SW 230X4	RP (2) Tree
185	0081117	2	1268-A6	52	2336 SOTO ST	100												R&R SW 25X20	
186	0082004	2	1268-C5	53	2805 BARNARD ST	50					1							R&R SW 10X5	RP (1) Tree
187	0045157	з	1268-H5	54	1314 WASHINGTON PL	60					1							R&R 5W 4x15	RP (1) FICUS
188	0046065	3	1269-A5	55	3914 FRONT ST (On University)	80												R&R SW 4x20	
189	0047831	3	1269-B5	56	3853 08TH AV	390	60	28		30	2	1	1					R&R SW 6x65, DW 6x10, CG 28	RP(2) JAC, RMV (1) FAN, PLNT (1) GM
190	0038956	3	1269-C5	57	4041 PARK BL	492		22				1	3					R&R 5W 82X6, CG 22	RMV (1) EUC, PLNT (3) KING PALM
191	0038964	3	1269-C5	57	4094 GEORGIA ST (On Polk Av)	125					1							R&R SW 25x5	RP (1) CWOOD
192	0034513	3	1269-D5	58	4010 OREGON ST	240												R&R SW 5X48.	
193	0034515	3	1269-D5	58	4004 OREGON ST	225												R&R SW 5X45.	
194	0034748	3	1269-D5	58	4004 UTAH ST	235												R&R SW 10X23.5	
195	0035728	3	1269-D5	58	3994 OREGON ST (On Lincoln)	75		10				1	1					R&R SW 5X15, CG 10	RMV (1) PEPPERMINT, PLNT (1) CRAPE
196	0061841	3	1269-D5	58	A/F 3801 UTAH ST (Jefferson School)	50					1							R&R 5W 5X10	RP(1) EUC
197	0061842	3	1269-D5	58	A/F 3821 UTAH ST (Jefferson School)	360												R&R SW 5X45, R&R SW 5X27.	
198	0033528	3	1269-E5	59	3101 UNIVERSITY AV	108					1							R&R SW 6X6, 6X12	RP (1) CWOOD
199	0091794	2	1267-J6	60	1957 SUNSET CLIFFS BL (On Santa Monica)	150		20		224								R&R SW 225X6,HRDSCP 14X8,14X8,CG 20	
200	0092375	2	1267-J6	60	4726 SANTA MONICA AV (On Ebers St)					12	1							HRDSCP 4X3	RP (1) Tree
201	0080939	2	1268-C6	61	3630 ELLIOTT ST	24												R&R SW 6X4	
202	0080942	2	1268-C6	61	3612 ELLIOTT ST	30												R&R 5W 15X2	
203	0080943	2	1268-C6	61	3612 ELLIOTT ST	24												R&R SW 6X4	
204	0038597	3	1269-D6	62	2618 DWIGHT ST	300		60	1			2	2		1			R&R SW 5X60, CrbRmp D, CG 60, DO 8x10	RMV(2) FICUS, PLNT(2) GOLD MEDALLION
205	0061837	3	1269-D6	62	3644 UTAH ST (On Landis St)	45												R&R SW 5X9.	
206	0061840	3	1269-D6	62	3710 UTAH ST	25								Ι	Τ			R&R SW 5X5.	
207	0103987	3	1269-D6	62	3702 UTAH ST (On Landis ST)	30												R&R SW 5X6.	
208	0103988	3	1269-E6	62	3635 30TH ST	150		36		80	1							R&R SW 5X30, CG 36, HRDSCP 4X20	RP(1) MAG
209	0075959	2	1268-B7	63	3827 BERNICE DR	425	40	104				2	2					R&R SW 5X85, CG 104, DO 8x10, DWY 5x8	Rmv(2)Tree, Plnt(2)Hong Kong Orchid
210	0076161	2	1268-C7	64	3504 BROWNING ST	60		10										R&R SW 10X6	

ITEM	CGID	CD	TB PAGE	Map Page	LOCATION	Est SW sq ¹	Est DW sq'	Est CG lin'	Crb Rmp ea	Hrd Scp	RP+RB	Tree Removal	Tree Planting	urimming meter box	Ulataria Stama	RISCOFIC STATILID	survey marker	Concrete	Tree Work
211	0059452	2	1268-C7	64	3414 WHITTIER ST	30												R&R SW 6X5	
212	0059453	2	1268-C7	64	3406 WHITTIER ST	135												R&R_SW 27X5	-
213	0075397	2	1268-B7	64	2195 CHATSWORTH BL	12												R&R 5W 4X3	
214	0077154	2	1268-C7	64	2305 CLOVE ST	90		15										R&R SW 6X15	
215	0081736	2	1268-C7	64	2228 CHATSWORTH BL	190												R&R SW 5X38	
216	0081738	2	1268-C7	64	2210 CHATSWORTH BL	25												R&R_SW 5X5	
217	0081741	2	1268-87	64	3652 VOLTAIRE ST	250		47										R&R SW 5X50	
218	0059354	2	1268-C7	64	A/F 3415 XENOPHON ST									1				R&R 5W 2.5X2	
219	0076172	2	1268-C7	64	2378 CLOVE ST	195					1							R&R SW 6X20 & 15X5	RP (1) Tree
220	0076179	2	1268-C7	64	3341 BROWNING ST (On Clove St)	165												R&R SW 6X24 & 5x5	
221	0077156	2	1268-C7	64	3435 YONGE ST	48										Τ		R&R SW 4X12	
222	0077157	2	1268-C7	64	3421 ZOLA ST	24								Τ				R&R SW 4X6	
223	0077227	2	1268-C7	64	3311 ZOLA ST								Π	1		Τ		Repl Meter Box	
224	0075250	2	1268-C7	65	3328 BROWNING ST	32												R&R SW 4X8	
225	0103989	3	1269-A6	66	209 UPAS ST	360		50			3							R&R SW 5X72, CG 50.	RP (3) Tree
226	0103992	3	1269-A6	66	3399 FIRST AV (On UPAS ST)	216		13			1							R&R SW 9X24, CG 13.	RP (1) Tree
227	0075477	2	1288-B1	67	3718 NARRAGANSETT AV	20												R&R SW 25X20	
228	0075465	2	1288-B1	67	3664 GARRISON ST (On Chatsworth BL)	30												R&R SW 26X5	
229	0076946	2	1268-D7	68	2471 CUSHING RD	50												R&R SW 25X10	
230	0076813	2	1288-D1	68	2716 FARRAGUT RD (On Cushing Rd)	30					1							R&R ŚW 26X5	
231	0073592	3	1269-C7	69	1949 Park Blvd (300 FT N.W. of ZOO DR)	150		25				1	1	Т	Τ			R&R SW 25X6, CG 25	RMV (1) EUC, PLNT BRIS BOX
232	0029973	3	1269-F7	70	3102 GREGORY ST (ON Redwood ST)	60			1									R&R SW 5x8, 4x5, CrbRmp (C2)	
233 ·	0057001	2	1287-J2	71	1022 CATALINA BL	30							П	Т		Τ		R&R SW 26X5	
234	0057003	2	1287-J2	71	1030 CATALINA BL	30							Π		Τ	Τ		R&R SW 26X5	
235	0055770	2	1288-A2	71	971 POINT ST (On Talbot St)	24				25						T		R&R SW 25X3, 3X3, HRDSCP 5X5	
236	0056793	2	1287-J2	71	L 1003 CATALINA BL	275				100	1							R&R SW 55X5, HRDSCRP 10X4, 15X4	RP (1) City Tree
237	0073714	3	1289-B2	72	2 1773 PARK BL	40								T		Τ		R&R SW 5X8.	
238	0103993	3	1289-B2	72	2 1773 PARK BL	50							\Box		Τ	Τ		R&R SW 5X10	
239	0055727	2	1287-J2	73	891. MOANA DR	30					1							R&R SW 25X6	RP (1) Tree
240	0057888	2	1288-B2	74	1 3035 TALBOT ST	104							\square	Τ				R&R SW 13X8	

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ITEM	CGID	СÐ	TB PAGE	Map Page	LOCATION	Est SW sq'	Est DW sq [*]	Est CG lin'	Crb Rmp ea	Hrd Scp	RP+RB	Tree Removal	Tree Planting	Trimming	meter box	Historic Stamp	Survey Marker	Concrete	Tree Work
241	0058513	2	1288-B2	74	1076 ROSECRANS ST (On Canon St)	144										1		R&R SW 18X8	
242	0102549	3	1289-A3	75	1200 04TH AV (On B ST)	1100					3						2	R&R SW 12X100	RP(2) AFROCARPUS (1) PEAR
243	0073596	з	1289-B2	76	1370 PARK BL	140		12			1							R&R SW 5X28, CG 12	RP(1) EUC
244	0073597	3	1289-B2	76	1370 PARK BL	35												R&R SW 5X7	
245	0073718	з	1289-B2	76	1773 PARK BL	120					1			1	1			R&R SW 5X25.	RP & Trim (1) EUC
246	0073730	3	1289-B2	76	1405 PARK BL	160												R&R SW 8X10, R&R SW 8X10.	
247	0073731	3	1289-B2	76	1405 PARK BL	75												R&R SW 5X15.	
248	0103327	3	1289-B2	76	1280 PARK BL	504	72	40			1				2			R&R SW 12X42, CG 40, DWY 6X12	RP(1) CWOOD
249	0103330	з	1289-B2	76	1280 PARK BL	192					1							R&R SW 8X24	RP(1) CWOOD
250	0073755	3	1289-B2	76	1418 RUSS BL	272					1							R&R SW 8X24, 8X10	RP(1) EUC
251	0073807	3	1289-C3	76	1255 16TH ST lon B ST)	378												R&R 5W 6X24.	
252	0103135	3	1289-B3	78	1300 C ST	192		30			1							R&R SW 6X32, CG 30	RP(1) PINE
253	0103094	3	1289-C3	78	1127 16TH ST	36			1									R&R SW 6X6, INSTALL C1.	
254	0103095	3	1289-B3	78	1494 C ST	180					2							R&R SW 6X30	RP(2) EUC
255	0103127	з	1289-C3	78	1640 C ST	114		7			1							R&R SW 6X19	RP(1) PINE
256	0103078	з	1289-C3	78	1566 G ST	300		20				2	з			1		R&R SW 5X30, CG 20	RMV(2) PALMS, PLNT (3) CHINESE FLAME
257	0103118	з	1289-B3	78	1065 14TH ST On C ST)	212					1							R&R SW 7X30	RP(1) CITY TREE
· · · · · · · · · · · · · · · · · · ·		Tre ES CR HR RB RP SW DV R8	T CG LF: E B RMP E/ D SCP: H: : Root Ba : Root Pru /: Sidewa VY: Drive	Estima A: Cur ardsca rrier une Ik Way ve and	J Replace	Re D(Pli GI CV EL	epl: R D: Dig nt: Pl VI: Go V (CV JC: Eu C: Jae	old M NOO ucaly carar	iedal D) : C ptus	ion Carrol Zealar			nas						

APPENDIX G

HAZARDOUS LABEL/FORMS

Sidewalk Replacement Group 1602 Appendix G – Hazardous Label/Forms

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ORTHEC	ALIFORNIA DE	PARTMENT OF H	ealth service	
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1690 .		DOCUMENT NO.		
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INCIDENT/RELEASE ASSESSMENT FORM 1

If you have an emergency, Call 911

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

Que	stions for Incident Assessment:	YES	NO
1.	Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?		
2.	Did anyone, other than employees in the immediate area of the release, evacuate?	٦	
3.	Did the release cause off-site damage to public or private property?		
4.	Is the release greater than or equal to a reportable quantity (RQ)?		
5.	Was there an uncontrolled or unpermitted release to the air?		
6.	Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?		
7.	Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?		
.8.	Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	٥	
9.	Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	٥	
10.	Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?		

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DES	CRIPTION	Incident #
Date/Time Discovered	Date/Time Discharge	Discharge Stopped 🗌 Yes 🗌 No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, L	ease, Well #, GIS)	
Please describe the incident and indicate s	specific causes and area affected. Pl	hotos Attached?: 🗌 Yes 🗌 No
T 1' / / / / / / / / / / / / / / / / / /	······	
Indicate actions to be taken to prevent sin	mar releases from occurring in the f	uture
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2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

Chemical	Quantity	$_{\rm GAL}$	LBS	□ _{FT³}
Chemical	Quantity	GAL	LBS	□ _{FT³}
Chemical	Quantity	_{GAL} □	LBS	□ _{FT³}
Clean-Up Procedures & Timeline:			_	
	· · · · · · · · · · · · · · · · · · ·			
	<u> </u>	 		
Completed By:	Phone:			
Print Name:	Title:			

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

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EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX H

SAMPLE OF PUBLIC NOTICE

Sidewalk Replacement Group 1602 Appendix H – Sample of Public Notice

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FOR SAMPLE REFERENCE ONLY



PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

The City of

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday 7 a.m. to 4 p.m.

City of San Diego Contractor:

KTA Construction 619-719-3771

To contact the City of San Diego: **SD** Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request. Sidewalk Replacement Group 1602 - Appendix H – Sample of Public Notices





PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
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Monday through Friday 7 a.m. to 4 p.m.

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To contact the City of San Diego: **SD** Public Works

619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

 \circledast This information is available in alternative formats upon request.

APPENDIX I

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. <u>All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.</u>

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

A. Endpoints, see Photo 1:



Photo 1

B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



Photo 2

Network Devices, see Photo 3:





AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:



Photo 4

The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.





Photo 6 below is an example of disturbance that shall be avoided:



Photo 6

You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:



Photo 7

Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

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Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

ATTACHMENT F

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ATTACHMENT G

CONTRACT AGREEMENT

Sidewalk Replacement Group 1602 Attachment G – Contract Agreement (Rev. Nov. 2016)

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CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Dick Miller, Inc.</u>, herein called "Contractor" for construction of **Sidewalk Replacement Group 1602**; Bid No. **K-17-1534-DBB-3**; in the amount of **Eight Hundred Thirty Eight Thousand Eight Hundred Thirty Eight Dollars and Zero Cents** (\$838,838.00), which is comprised of the Base Bid.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Sidewalk Replacement Group 1602**, on file in the office of the Public Works Department as Document No. **B-16028**, as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Sidewalk Replacement Group 1602**; Bid No. **K-17-1534-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.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Print Name: <u>Stephen Samara</u> Principal Contract Specialist Public Works Department

Mara W. Elliott, City Attorney

PYAN P GERRIT Print Name:___ Deputy City Attorney

8-24-2017 Date:

Date:

CONTRACTOR

Dick Miller Inc. -Glen F. Bullock

Title: President

Date: 06/30/2017

City of San Diego License No.: B2012015447 / B2014004558

State Contractor's License No.: 380204 A, B, C12

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004547

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.

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 fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

!

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.

į
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.

CONTRACTOR CERTIFICATION

Equal Benefits Ordinance Certification

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts <u>Certificate of completion</u>)

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

SIDEWALK REPLACEMENT GROUP 1602

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-17-1534-DBB-3**; SAP No. (WBS/IO/CC) **B-16028**; 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	f according to all	applicable laws	and regulations.

Dated this	DAY OF	······································
	Contracto	Dr
by		
ATTEST:		
State of	County o	f
		, before the undersigned, a Notary Public in and d sworn, personally appeared
	_ known to me to be the	Contractor
named in the foregoir	ng Release, and whose na	me is subscribed thereto, and acknowledged to me
that said Contractor ex	xecuted the said Release.	u u u u u u u u u u u u u u u u u u u
-	or said County and State	

Sidewalk Replacement Group 1602 Affidavit of Disposal (Rev. April 2017)

LIST OF SUBCONTRACTORS

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

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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

O As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
Certified Minority Purchase Enterprise
MRE
Certified Woman Business Enterprise

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

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

14/00

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):
 Certified Minority Business Enterprise
 MBE
 Certified Disadvantaged Business Enterprise
 DBE
 Certified Disadvantaged Business Enterprise
 DBE
 Certified Disadvantaged Business Enterprise
 DVBE

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

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

•--

ELECTRONICALLY SUBMITTED FORMS

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

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

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

B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That	Dick Miller, Inc.	as Principal, and
	The Ohio Casualty Insurance Company	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

Sidewalk Replacement Group 1602 / K-17-1534-DBB-3

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	12th	day of		May	, 20 <u>17</u>
Dick Miller, Inc.	_(SEAL)	Th <u>e Ohio</u>	Casualty I	nsurance (Company (SEAL)
(Principal)			((Surety)	At
By: F. B (Signature) Giten F	Bullock sickent	Ву:	B	(Signatur	re) Bart Stewart, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Certificate No 6280691 American Fire and Casualty Company Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company POWER OF ATTORNEY KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint. __Bart Stewart: Brittany Aceves: Molly Cashman all of the city of Encinitas _, state of <u>CA</u> _ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of September 2013 American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company 1006 1019 1012 1991 West American Insurance Company Bugy In Darapan Gregory W. Davenport, Assistant Secretary Same 2 North STATE OF WASHINGTON SS COUNTY OF KING , 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American ca On this 11th day of September Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, confirm the validity of this Power of Attorney execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written. 3 R.2. - -SAM CA By: KDRiley, Notary Public . ROTARY PHENC . 1994 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company. The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president. and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. 0 Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attomeys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies. Animitan including company in an object and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of May , 2017. By: Main Many David M. Carey, Assistant Secretary Frouver

9:00 am and 4:30 pm EST on any business day.

1-610-832-8240 between

and an	an a
	- PURPOSE OF ACKNOWLEDGMENT
A notary public or other officer completing this identity of the individual who signed the docur is attached, and not the truthfulness, accuracy,	ment to which this certificate
State of California	}
County of <u>San Diego</u>	}
	Brittany Aceves, Notary Public (Here Insert name and title of the officer)
name(s)(s)are subscribed to the within i (he)she/they executed the same in(his/he	actory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s) , or the entity upon behalf of e instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and corr WITNESS my hand and official seal.	Y under the laws of the State of California that rect. BRITTANY ACEVES Commission No. 2044569 NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY Commission Expires October 7, 2017
Notar Public Signatura (No	otary Public Seal)
ADDITIONAL OPTIONAL INFORMATI DESCRIPTION OF THE ATTACHED DOCUMENT	ON INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document) (Title or description of attached document continued) Number of Pages Document Date	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other 2015 Version www.NotaryClasses.com 800-873-9865	 notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of <u>MAN Diequ</u>	· · · · · · · · · · · · · · · · · · ·)
on May 26th 2011	_ before me,	Rachel Brecht, Notary Public,
Date	A 15	Here Insert Name and Title of the Officer
personally appeared	Ulen F.	Bullock
		Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Place Notary Seal Above

OPTIONAL

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

Description of Attache							
Title or Type of Docum	Title or Type of Document: <u>bid band</u> Document Date:						
Number of Pages:	Signer(s) Other Thar	n Named Above: 🖞	10 Other signers				
Capacity(ies) Claimed	by Signer(s)		J				
Signer's Name: blm		Signer's Name:					
C Corporate Officer - 1	「itle(s):	Corporate Of	ficer — Title(s):				
□ Partner – □ Limited	🗆 General	🗆 Partner — 🗌] Limited 🛛 General				
🗆 Individual 🛛 🗆 Att	torney in Fact	🗆 Individual	Attorney in Fact				
🗌 Trustee 🛛 🖓 Gu	lardian or Conservator	🗋 Trustee	🗆 Guardian or Conservator				
🗌 Other:		Other:					
Signer Is Representing:		Signer Is Repre	esenting:				

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Signature of Notary Public

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

DATEOF (CL'AIM)	LOCATION	Description of Quarm	Litigation (Y/N)	Stratus	Resolution/Remedia
		······································			
		a a company and a company a			

Contractor Name	Dick	Miller	Inc.
-----------------	------	--------	------

Certified By	Glen F. Bullock	President Title
Section by	Name	
	FB	Date
	Signature	

USE ADDITIONAL FORMS AS NECESSARY

City of San Diego

Sidewalk Replacement Group 1602 (K-17-1534-DBB-3), bidding on June 13, 2017 2:00 PM (Pacific)

Bid Results

Bidder Details

Vendor Name Address	Dick Miller Inc. 930 Boardwalk, Suite H San Marcos, CA 92078 United States
Respondee	Jeanalyn Grace
Respondee Title	General Manager
Phone	760-471-6842 Ext. 13
Email	jgrace@dickmillerinc.com
Vendor Type	CAU,MALE,PQUAL,SLBE,DVBE,CADIR,Local
License #	380204
CADIR	1000004547

Bid Detail

Bid Format Submitted	Electronic June 13, 2017 1:50:02 PM (Pacific)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	106915
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title			File Name		, Fi	File Type	
Contractor's Certification of Pending Actions			Contractor's Certification	n of Pending Actions.pdf		Contractor's Certification Of Pending Actions	
Bid Bon	d		Bid Bond.pdf		Bi	Bid Bond	
Line I	tems						
Туре	ltem Code Main Bid	UOM	Qty	Unit Price	Line Total	Comment	
1	Bonds (Payment and Performance)						
	524126	LS	1	\$32,332.25	\$32,332.25		
2	WPCP Development						
	541330	LS	1	\$800.00	\$800.00		
3	WPCP Implementation						
	237990	LS	1	\$5,000.00	\$5,000.00		
4	Field Orders (EOC Type II)						
		AL	1	\$45,000.00	\$45,000.00		
5	Small Tree Removal & Disposal (< 24" trunk	diameter)					
	238910	EA	35	\$700.00	\$24,500.00		

City of San Diego

Sidewalk Replacement Group 1602 (K-17-1534-DBB-3), bidding on June 13, 2017 2:00 PM (Pacific)

Bid Results

Туре 6	Item Code Large Tree Removal & Disposal (>=24" trunk	UOM diameter)	Qty	Unit Price	Line Total	Comment	
	238910	EA	29	\$800.00	\$23,200.00		
7	Asphalt Pavement Repair						
	237310	TON	73	\$350.00	\$25,550.00		
8	Historical Date Stamps and Impressions						
	237310	EA	8	\$200.00	\$1,600.00		
9	Remove and Replace Existing Sidewalk						
	237310	SF	42875	\$8.25	\$353,718.75		
10	Remove and Replace Curb and Gutter						
	237310	LF	1916	\$47.00	\$90,052.00		
11	Residential Concrete Driveway, Remove and	Replace					
	237310	SF	753	\$13.00	\$9,789.00		
12	Curb Ramp (Type A) with Detectable Warning	g Tiles					
	.237310	EA	2	\$2,900.00	\$5,800.00		
13	Curb Ramp (Type B) with Detectable Warning	, g Tiles					
	237310	EA	1	\$2,900.00	\$2,900.00		
14	Curb Ramp (Type C1) with Detectable Warnin	ng Tiles					
	237310	EA	1	\$3,900.00	\$3,900.00		
15	Curb Ramp (Type C2) with Detectable Warnin	ng Tiles					
	237310	EA	1	\$3,900.00	\$3,900.00		
16	Curb Ramp (Type D) with Detectable Warning	g Tiles					
	237310	EA	9	\$2,600.00	\$23,400.00		
17	Curb Ramp (Type CASE "C" PER SDG-138) with Detectable Warning Tiles						
	237310	EA	6	\$3,900.00	\$23,400.00		
18	Meter Boxes						
	237110	EA	14	\$450.00	\$6,300.00		
19	Traffic Control and Traffic Control Design (Wo	orking Drawings)					
	237310	LS	1	\$15,000.00	\$15,000.00		
20	Tree Trimming						
	561730	EA	31	\$450.00	\$13,950.00		
21	Root Pruning						
	561730	EA	139	\$275.00	\$38,225.00		

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City of San Diego

Sidewalk Replacement Group 1602 (K-17-1534-DBB-3), bidding on June 13, 2017 2:00 PM (Pacific)

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Bid Results

Туре 22	Item Code Root Control Barrier	UOM	Qty	Unit Price	Line Total	Comment
	561730	EA	139	\$275.00	\$38,225.00	
23	Remove and Replace	Miscellaneous Hardscape with	Topsoil			
	238990	SF	1944	\$9.00	\$17,496.00	
24	Tree (15 Gallon)					
	561730	EA	80	\$435.00	\$34,800.00	
				Subtotal	\$838,838.00	
				Total	\$838,838.00	
Subc	ontractors					
Name	& Address	Description	License Num	CADIR	Amo	ount Type
8865 V	's Service, Inc. Vinter Gardens Blvd de, CA 92040 States	Partial items #5-6 and #20 - 21, trimming, pruning, root control barrier, tree removal and disposal, etc.		1000002533	\$89,00	0.00 CAU,MALE,SDB