

# City of San Diego

CONTRACTOR'S NAME: Portillo Concrete Inc.  
ADDRESS: 3527 Citrus St, Lemon Grove, CA 91945  
TELEPHONE NO.: (619) 466-4639 FAX NO.: (619) 466-4685  
CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: [JEEspindola@sanidiego.gov](mailto:JEEspindola@sanidiego.gov)  
Phone No. (619) 533-4491  
B. Wang / A. Rekani / LJI

## BIDDING DOCUMENTS



FOR

## CONCRETE STREET PANEL GROUP 1601

BID NO.: K-18-1696-DBB-3  
SAP NO. (WBS/IO/CC): B-16026  
CLIENT DEPARTMENT: 2116  
COUNCIL DISTRICT: CITYWIDE  
PROJECT TYPE: ID

**THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:**

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

**BID DUE DATE:**

**2:00 PM**

**APRIL 3, 2018**

**CITY OF SAN DIEGO**

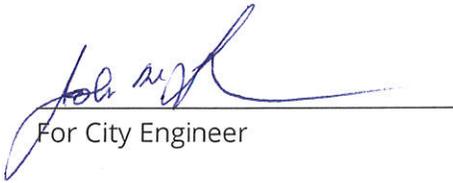
**PUBLIC WORKS CONTRACTS**

**525 B STREET, SUITE 750, MS 908A**

**SAN DIEGO, CA 92101**

**ENGINEER OF WORK**

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

  
\_\_\_\_\_  
For City Engineer

02/22/18  
Date

Seal:



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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 **CONCRETE STREET PANEL GROUP 1601**. 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: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$3,070,000**.
4. **BID DUE DATE AND TIME ARE:** April 3, 2018 at 2:00 PM.
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: **A 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	<b>9.0%</b>
2. ELBE participation	<b>10.3%</b>
3. Total mandatory participation	<b>19.3%</b>
  - 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. AWARD PROCESS:**

- 8.1.** 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.
- 8.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- 8.3.** 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 by the City Attorney's Office.
- 8.4.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

**9. SUBMISSION OF QUESTIONS:**

- 9.1.** The Director (or Designee) of the Public Works Department is 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  
525 B Street, Suite 750, MS 908A  
San Diego, California, 92101  
Attention: Juan E. Espindola

OR:

[JEEspindola@sandiego.gov](mailto:JEEspindola@sandiego.gov)

- 9.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 9.3.** 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.
- 9.4.** 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.

**10. OPTION TO RENEW:**

- 10.1.** The City of San Diego expects to have additional concrete street panels replaced 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. Work will involve furnishing all labor, materials, equipment, services and construction, including but not limited to demolishing, hauling and disposal of the existing asphalt and concrete, installment of new concrete panel pavement, excavation of unsuitable base and materials, raising appurtenances, reconstruction of survey monument precast concrete pipe box, street sweeping, installation of curb ramps to meet ADA requirements, curb and gutter removal and replacement, sidewalk panel removal and replacement, cross gutter and alley apron removal and replacement, residential and commercial driveway removal and replacement, relocation of pedestrian push buttons, placement of pedestrian barricades, tree trimming, root pruning, tree root relocation and pneumatic soil excavation, installment of root barriers, tree removal, weed abatement, weed spraying, replacing traffic striping and markers and devices, replacing vehicle detector loops and stubs, traffic control drawings and permits, storm drain inlet protection, and installation of inlet markers for various streets throughout the City. See Appendix I for Option to Renew Street List.
  
- 10.2.** 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 +/- 25% of 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.
  
- 10.3.** The option to renew shall be made at the bid pricing structure of the Bidder's original bid.
  
- 10.4.** 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:

  - 10.4.1.** 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.

- 10.4.2.** 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.
- 10.4.3.** 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.
- 10.4.4.** 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.
- 10.4.5.** A separate NTP will be issued for the added Work.
- 10.4.6.** 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 on-line prequalification application are available at:

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 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 [PlanetBids™](#).

### 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 an 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, EOCB 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”) <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* <a href="https://www.sandiego.gov/publicworks/edocref/greenbook">https://www.sandiego.gov/publicworks/edocref/greenbook</a>	2015	PWPI070116-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/publicworks/edocref/standarddraw">https://www.sandiego.gov/publicworks/edocref/standarddraw</a>	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/publicworks/edocref/drawings">https://www.sandiego.gov/publicworks/edocref/drawings</a>	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications – <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2015	PWPI092816-05
CALTRANS Standard Plans <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - <a href="http://www.dot.ca.gov/trafficops/camutcd/">http://www.dot.ca.gov/trafficops/camutcd/</a>	2014	PWPI092816-07
<b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

**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 **form of an addendum**. 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 state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3, "Subcontracts", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

- 14.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** 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: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- 19. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby

disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.

**20. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

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

**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.

Issued in Triplicate

Premium will be adjusted  
based on final contract price

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

Bond No: 024074008  
Premium: \$22,360.00

---

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

Portillo Concrete 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  
**Two Million Five Hundred Thirty Five Thousand Four Hundred and Fifty Dollars and Zero**  
**(\$2,535,450.00)** for the faithful performance of the annexed contract, and in the sum of **Two Million**  
**Five Hundred Thirty Five Thousand Four Hundred and Fifty Dollars and Zero (\$2,535,450.00)** 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.

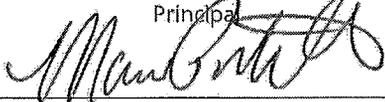
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

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

Dated May 7, 2018

Approved as to Form

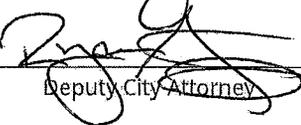
Portillo Concrete, Inc.

By   
Principal

Mario Portillo

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By   
Deputy City Attorney

The Ohio Casualty Insurance Company

By   
Surety

Cyndi Bellman Attorney-in-fact

Approved:

By   
Stephen Samara, Principal Contract Specialist  
Public Works Department

790 The City Drive South, Suite 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

714-634-5716

Local Telephone No. of Surety

Premium \$ 22,360.00

Bond No. 024074008

# CALIFORNIA ALL-PURPOSE 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 May 7, 2018 before me, Dana L. Michaelis, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman  
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 *Dana L. Michaelis*  
Signature of Notary Public Dana L. Michaelis



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

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

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

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

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

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

**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. 7916033

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Cyndi Beilman; Dana Michaelis; Anne Wright

all of the city of La Mesa, 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 thereto this 17th day of October, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 17th day of October, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, 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 surety 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 7th day of May, 2018.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

## ATTACHMENTS

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

## **SCOPE OF WORK**

- 1. SCOPE OF WORK:** Work will involve furnishing all labor, materials, equipment, services and construction, including but not limited to demolishing, hauling and disposal of the existing asphalt and concrete, installment of new concrete panel pavement, excavation of unsuitable base and materials, raising appurtenances, reconstruction of survey monument precast concrete pipe box, street sweeping, installation of curb ramps to meet ADA requirements, curb and gutter removal and replacement, sidewalk panel removal and replacement, cross gutter and alley apron removal and replacement, residential and commercial driveway removal and replacement, tree trimming, root pruning, tree root relocation and pneumatic soil excavation, installment of root barriers, tree removal, weed abatement, weed spraying, replacing traffic striping and markers and devices, traffic control drawings and permits, storm drain inlet protection, and installation of inlet markers for various streets throughout the City.
  - 1.1.** The Work shall be performed in accordance with:
    - 1.1.1.** The Notice Inviting Bids, inclusive
- 2. LOCATION OF WORK:** The location of the Work is as follows:

**See Contract Appendices E and F**
- 3. CONTRACT TIME:** The Contract Time for completion of the Work, shall be **185 Working Days**.

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

**ATTACHMENT C**  
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**ATTACHMENT D**  
**PREVAILING WAGES**

## 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 <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - 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. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

- 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.** Contractor and their subcontractors shall also 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 contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 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. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 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.
- 1.9.2.** 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 for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.

**1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

**1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

**1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor code section 1773.3).

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

## **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"), including the following:
  - a) General Provisions (A) for all Contracts.

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### **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 **AND** 50% of any alternates.

**ADD:**

- 2-10 AUTHORITY OF THE BOARD AND THE ENGINEER.** To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

- 2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the "WHITEBOOK", item 1, DELETE in its entirety.

## SECTION 3 – CHANGES IN WORK

**3-2.3 Stipulated Unit Prices.** To the “GREENBOOK”, ADD the following:

The Contractor shall stipulate to the cost of the following Bid Items for Extra Work:

Class 2 Aggregate Base, Raise Appurtenance to Grade (Water, Sewer), Reconstruct Survey Monument Box, PC Meter or Pull Box w/ Cover – Replace damaged, Contractor Date Stamps and Impressions, Traffic Detector Loop Replacement or Conduit Stub Installed, Small Tree Removal & Disposal, Pneumatic Soil Excavation and Tree Root Relocation, Tree Root Pruning and Barrier Installed.

**3-2.5 Eliminated Items.** To the “GREENBOOK”, DELETE in its entirety, and SUBSTITUTE with the following:

Should any Bid Items, except Bid Items listed in paragraph 2 of this section, be eliminated in its entirety, payment will be made to the Contractor for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination.

Should Bid Items: Class 2 Aggregate Base; Raise Appurtenance to Grade (Sewer, Water); Reconstruct Survey Monument Box; PCC Meter Pull Box w/ Cover – Replace Damaged; Contractor Date Stamps and Impressions; Traffic Detector Loops and Conduit Stub Installed; Small Tree Removal & Disposal; Pneumatic Soil Excavation and Tree Root Relocation; Tree Root Pruning and Barrier, be eliminated in their entirety, no payment will be made to the Contractor for its actual costs incurred in connection with the eliminated item(s).

Of material conforming to the Plans and Specifications is ordered by the Contractor for use in the eliminated items prior to the date of notification of elimination by the Engineer, and if the order for that material cannot be cancelled, payment will be made to the Contractor for that actual cost of the material. In this case, the material shall become the property of the City. Payment will be made to the Contractor for its actual costs for any further handling. If the material is returnable, the material shall be returned and payment will be made to the Contractor for the actual costs of the charges made by the supplier for returning the material and for handling by the contractor.

**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.

### **3-5.1.4 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.

### **3-5.1.5 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.

#### **3-5.1.5.1 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**

**4-1.3.2 Inspection by the Agency.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will provide inspection and testing laboratory services within the continental United States within a 200-mile radius of the geographical limits of the City.

**4-1.3.3 Inspection of Items Not Locally Produced.** To the "WHITEBOOK", DELETE in its entirety.

**ADD:**

**4-1.3.3**

**Inspection of Items Not Locally Produced.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
  - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
  - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
  - c) Federal Per Diem Rates can be determined at the location below:

<https://www.gsa.gov/portal/content/104877>

**4-1.3.5**

**Special Inspection.** To the "WHITEBOOK", ADD the following:

5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, "Payment".

**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>

## **SECTION 5 - UTILITIES**

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

- g) Refer to **Appendix H** 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 22, subsection b, DELETE in its entirety and SUBSTITUTE with the following:

- b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in the Contract Documents and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly.

**6-2.1 Moratoriums.** To the "WHITEBOOK", ADD the following:

3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are here:
  - a) Westbourne Street from Neptune Place to La Jolla Boulevard from Memorial Day, Monday, May 28 to Labor Day, Monday, September 3 (inclusive).
  - b) Belvedere Street from Neptune Place to La Jolla Boulevard from Memorial Day, Monday, May 28 to Labor Day, Monday, September 3 (inclusive).
  - c) Vista Del Mar Avenue from Fern Glen to Westbourne Street from Memorial Day, Monday, May 28 to Labor Day, Monday, September 3 (inclusive).
  - d) Vista Del Mar Avenue from Playa Del Sur Street to Palomar Avenue from Memorial Day, Monday, May 28 to Labor Day, Monday, September 3 (inclusive).

**ADD:**

**6-3.2.1.1 Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption** for **Concrete Street Panel Group 1601** 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.

**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:

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

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

1. You 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.

**7-3.2.5 Contractors Builders Risk Property Insurance..**

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100% of this Contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.

2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds thereunder shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles shall be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100% of its loss. You shall pay the City any portion of that loss not covered because of a deductible at the same time the proceeds of the insurance are paid to the City as trustee.
5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

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

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

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

**7-3.5 Policy Endorsements.**

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

**7-3.5.1.1 Additional Insured.**

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

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

- 7-3.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit 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.
- 7-3.5.5 Builders Risk Endorsements.**
- 7-3.5.5.1 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.
- 7-3.5.5.2 Builders Risk - Partial Utilization.** If the City desires to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this Contract, the City will notify you and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any such partial use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.
- 7-3.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- 7-3.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- 7-3.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

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

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

**7-4 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:

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

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which 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.

**ADD:**

**7-6 THE CONTRACTORS REPRESENTATIVE.** To the "GREENBOOK", ADD the following:

1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

**7-8.1 General.** To the "WHITEBOOK", ADD the following:

2. Use a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project as directed by the Engineer.

**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.

**7.8.6.4.2 Payment.** To the "WHITEBOOK", Item H, DELETE and ADD the following:

- h) Post Construction Requirements such as Inlet Markers.

**7-13.4 Contractor Standards and Pledge of Compliance.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract is subject to City's Municipal Code §22.3004 as amended 10/29/13 by ordinance O-20316.
2. You shall complete a Pledge of Compliance attesting under penalty of perjury that you complied with the requirements of this section.

3. You shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

4. You may access the Pledge of Compliance at:

[http://www.sandiego.gov/purchasing/pdf/contractor\\_standards\\_questionnaire.pdf](http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf)

5. You shall require in each subcontract that the Subcontractor shall abide by the provisions of the City's Municipal Code §22.3004. A sample provision is as follows:

“Compliance with San Diego Municipal Code §22.3004: The Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

**ADD:  
7-13.8**

**Equal Pay Ordinance.**

1. You shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) in section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.
2. You shall require all of your Subcontractors to certify compliance with the EPO in their written subcontracts.
3. You shall post a notice informing your employees of their rights under the EPO in the workplace or job site.
4. By signing this Contract with the City of San Diego, you acknowledge the EPO requirements and pledge ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

**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.

**ADD:  
9-3.7**

**Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK" ADD the following:

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

**SECTION 217 – BEDDING AND BACKFILL MATERIALS**

**217-2.2 Stones, Boulders, and Broken Concrete.** To the "GREENBOOK", Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

**TABLE 217-2.2**

<b>Zone</b>	<b>Zone Limits</b>	<b>Maximum Size (greatest dimension)</b>	<b>Backfill Requirements in Addition to 217-2.1</b>
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

**SECTION 300 – EARTHWORK**

**300-1.3.2 Requirements.** To the "WHITEBOOK", Item 4, "Tree Removal, Paragraph c), DELETE in its entirety and SUBSTITUTE with the following:

- c) Where holes or depressions resulting from the removal of trees, stumps, shrubs, or palms occur, you shall supply standard clean top soil to backfill and firmly compact the holes or depressions to finish grade and shall make a smooth transition to the adjacent ground or pavement level as applicable. The cavities shall be backfilled the same day following the removal, unless otherwise directed by the Engineer. The topsoil shall be Class A.

**300-1.4**      **Payment.** To the "WHITEBOOK", Item 2 and Item 7, DELETE in their entirety and SUBSTITUTE with the following:

2.      The payment for existing pavement removal and disposal of any thickness, within the excavation, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal. No additional payment will be included for concrete pavement removal within the limits of concrete panel replacement as noted in Appendix F and marked out in the field, these shall be paid by the Contract Unit Bid Price for the Work Item, see section 302-6.8.
  
7.      Payment for the removal of trees, noted in Appendix F, will be by the Contract Unit Bid Price for "Small Tree Removal & Disposal" for trees with a trunk diameter less than 24 inches (24"). No additional payment will be included for any cutting excavation, disposal, backfill, and placement of topsoil as defined in 300-1.3.2 that is required for the removal of the tree.

**300-2.2.1**      **General.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Unclassified Excavation shall consist of all excavation necessary to remove existing base or subbase materials that are unsuitable for use as the base or subbase for Portland Concrete Pavements. The excavation must be performed at the direction of the Engineer.

**300-2.9**      **Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Payment for "Unclassified Excavation" shall be paid at the Contract Unit Bid Price per cubic yard (CY) excavated. No additional payment shall be made for the removal of existing pavement materials, these will be completed per section 300-1.4.

### **SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS AND PLACEMENT OF BASE MATERIALS**

**301-1.6**      **Adjustment of Manhole and Gate Valve Frames and Covers to Grade.** To the "WHITEBOOK", ADD the following:

All Manhole, Sewer, and Water valve frames and covers shall be raised to be level with the surrounding pavement surface. The Engineer shall approve locations prior to raising.

**301-1.7**      **Payment.** To the "WHITEBOOK", Item 4 and Item 5, DELETE in its entirety and SUBSTITUTE with the following:

4.      Payment for Raising Appurtenances to Grade for valve covers, all casings, rings, extensions, concrete collars, shall be made at the Contract Unit Bid Price for "Raise Appurtenance to Grade (Water)" for each appurtenance raised.
5.      Payment for Raising Appurtenances to Grade for manholes, all casings, rings, extensions, concrete collars, shall be made at the Contract Unit Bid Price for "Raise Appurtenance to Grade (Sewer)" for each appurtenance raised.

**301-1.8**      **Adjustment of Survey Monuments to Grade.** To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1.      All Survey Monument Precast Concrete Pipe Box must be reconstructed in accordance with Standard Drawings M-10 and Standard Drawings M-10A to be level with the surrounding pavement. .

**301-1.8.1**      **Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1.      The payment for the reconstruction of the Survey Monument Precast Concrete Pipe Box, monument casings, frames, rings, covers, extensions, grout, brick support, sand base, and any other material required to reconstruct the survey monument precast concrete pipe box shall be included in the Contract Bid Unit Price for "Reconstruct Survey Monument Box" for each Survey Monument Precast Concrete Pipe Box reconstructed.

**301-2.1**      **General.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Untreated Base material shall be Class 2 Aggregate Base.

**301-2.4**      **Measurement and Payment.** To the "GREENBOOK", ADD the following:

Payment for Class 2 Aggregate Base material shall be made at the Contract Unit Bid Price for "Class 2 Aggregate Base" per ton of Class II Base material placed and includes all necessary works such as placement and compaction.

## **SECTION 302 - ROADWAY SURFACING**

**302-1.9**      **Traffic Signal Loop Detectors.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2.      Traffic detector loops shall be reinstalled within 15 days of the completion of the concrete panel replacement work, including demolishing of existing concrete and pouring of new concrete panel pavement.

To the "WHITEBOOK", Item 4, ADD the following:

4. All traffic detector loops and/or other detection systems located, including Conduit Stubs, within or adjacent to the limits of work will require replacement. All damaged detectors shall be replaced after panel replacement, and striping. "Q" loops may be required within bike lanes. "E Modified" loops are required at stop bars. The contractor shall install as many loops as necessary to meet current standards.

Loops may be installed in asphalt or concrete pavements and any other material that may be encountered during the installation.

**302-5.9 Measurement and Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety

**302-6.1 General.** To the "WHITEBOOK", Item 1 and Item 3, DELETE in their entirety and SUBSTITUTE with the following:

1. The limits of work for concrete panel replacement have been marked out in the field as "PCC" and shown in Appendix F.
3. The thickness of the new concrete pavement shall be in accordance with Standard Drawing SDG-113 "Pavement Design Standards Schedule "J"", the R-values for these streets are between 0.0 and 9.9. The Street Classification for each location can be found in the List of Proposed Work in Appendix F.

**302-6.8 Measurement and Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Payment for concrete pavement will be made on a cubic yard (CY) basis as shown on the Bid.

Payment for reconstructing or adjusting manholes, water valves, and survey monuments will be made as a separate item as provided in 301-1.7 and 301-1.8, "Raise Appurtenance to Grade (Water, Sewer)" and "Reconstruct Survey Monument Box", respectively.

**302-7.4 Payment.** To the "WHITEBOOK", Item 1, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Payment shall not be made for additional fabric for overlapped areas.

## **SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**

**303-5.1.1 General.** To the "WHITEBOOK", ADD the following:

7. All PCC cross gutters, curb and gutters, sidewalks, driveways, bus pads, alley aprons, street panels, and curb ramps shall be constructed in accordance with the applicable City of San Diego Standard Drawings. Limits of work are as marked out in the field as "Apr" or "Apron" for Alley Apron, "X-gut" for

Cross Gutter, limit arrows for sidewalks and curb and gutter, and "DW" for driveways, and they are identified in Appendix F or as directed by the Engineer.

8. Where landscaping and/or hardscape is removed from parkway areas adjacent to the construction site, the Contractor shall be responsible for filling with clean compacted dirt to grade.
10. Curb and Gutter shall be installed per City Standards for Type G, unless otherwise specified in the Contract Documents or by the Engineer.

**303-5.9**

**Measurement and Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Payment for the demolition, removal and installation of concrete alley aprons and residential driveways shall be made at the Contract Bid Unit Price per square foot for "PCC Alley Apron or Residential Driveways"
2. Payment for the demolition, removal, and construction of concrete curb and gutter shall be made at the Contract Bid Unit Price per linear foot of "Remove and Replace Curb and Gutter" installed, no additional payment will be made for removing and replacing Curb and Gutter of a different type of Curb Height, as directed by the Engineer.

Payment for the demolition, removal, and construction of depressed curb and gutter at PCC residential driveways, PCC alley aprons, or PCC Curb Ramps - Large, PCC Curb Ramps - Small, or D-25 shall be included in the Contract Bid Unit Price for "Remove and Replace Curb and Gutter".

3. Payment for the demolition, removal, and replacement of damaged meter, pull boxes, or covers, and installation of a new concrete meter or pull boxes with new covers shall be made at the Contract Bid Unit Price of "PCC Meter Box w/ Cover or Pull Box w/ Cover - Replace Damaged" for each box with cover installed.
4. Payment for the demolition, removal, and replacement of concrete sidewalk shall be made at the Contract Bid Unit Price of "Remove and Replace Existing Sidewalk" per square foot of sidewalk placed.

At locations where the width of the sidewalk is being reduced, payment for removing the existing sidewalk shall be made at the Contract Bid Unit Price "Remove and Replace Existing Sidewalk" per square foot of sidewalk placed.

Payment for the removal, demolition, and construction of sidewalk at PCC Residential Driveways, PCC Alley Aprons, PCC Curb Ramp - Large, and PCC Curb Ramp - Small within the flare, transition area, or landing shall be included in the Contract Bid Unit Price for "Remove and Replace Existing Sidewalk".

5. Payment for the removal and relocation of existing Contractor Stamps and Impressions shall be made at the Contract Bid Unit Price of "Contractor Date Stamps and Impressions" for each stamp and/or impression removed and relocated.
6. Payment for all necessary preparation works as it is specified in the contract documents and all related work such as labor, monument preservation and restoration, demolition, root pruning, forming, grading, construction materials, finishing, hauling and disposal, site maintenance, subgrade preparation, base material, and clean fill dirt is included in all concrete work for each bid item listed in this section.

**303-5.10.1 Installation.** To the "WHITEBOOK", ADD the following:

8. "PCC Curb Ramp – Large" refer to Curb Ramps built in accordance to the Standard Drawings for all types and cases, except for the Type D curb ramps. "PCC Curb Ramp – Small" refers to the Type D curb ramps.

**303-5.10.2 Payment.** To the "WHITEBOOK", Item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for the demolition, removal, and construction of concrete ADA compliant curb access ramps shall be made at the Contract Bid Unit Price of "PCC Curb Ramp – Large" or "PCC Curb Ramp – Small" for each curb ramp installed.

### **SECTION 304 –METAL FABRICATION AND CONSTRUCTION**

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

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

**314-1 General.** To the "GREENBOOK", ADD the following:

All crosswalks required for this contract shall be in conformance with the Standard Drawing SDM-116 for Continental Crosswalks.

The Contractor shall install all traffic striping, pavement markings, pavement markers ad devices in accordance with current standards regardless of the existing conditions and installation will include proposed striping modification as identified in the Contract Documents. All striping modifications shall be coordinated with the Engineer.

**314-2.3 Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

See 314-5.7

**314-3.3**      **Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

See 314-5.7

**314-4.3.7**      **Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

See 314-5.7

**314-4.4.6**      **Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

See 314-5.7

**314-5.7**      **Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

All work, materials, and labor associated with the removal of existing traffic striping, pavement markings, pavement markers, thermoplastics, pavement devices, and installment of thermoplastics, replacement and installation of new pavement markers and devices shall be included in the Lump Sum Bid Item for "Remove, Replace & Install Traffic Striping, Markers, Markings, & Devices" regardless of amount installed.

Payment for delineators and other traffic control facilities shall be included in the Contract Lump Sum price for "Remove , Replace & Install Traffic Striping, Markers, Markings, & Devices" regardless of amount installed.

## **SECTION 600 - ACCESS**

**ADD:  
600-1**

**GENERAL.** To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5.      If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

## **SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES**

**601-1 GENERAL.** To the “WHITEBOOK”, DELETE item 12 in its entirety and SUBSTITUTE the following:

12. You shall furnish, install, program, and maintain a City approved temporary video or radar detection system to provide vehicle detection for intersection approaches that existing detection are damaged, disabled, or become ineffective due to construction activities for a period of 5 or more Days. At the completion of the construction phase, the Contractor shall be responsible for the complete removal of all temporary detection equipment and restorations or installation of the permanent vehicle detection system.

**601-6 PAYMENT.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE the following:

1. The payment for all temporary traffic control work, including any traffic control devices that may be required by the City, shall be made at the Contract lump sum bid price for “Traffic Control including Plans”.
2. No separate or additional payment shall be made for the following: operation, maintenance, repair, or replacement of Temporary Traffic Control zone devices; all traffic control devices, required signage, notices, and detours, Work Drawings, Traffic Control Plans, labor, and traffic control for grinding, removal, demolishing, panel replacement, replacement, striping, and loop installation.

## **SECTION 700 – MATERIALS**

**700-9.1 Pedestrian Barricade.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDE-103, “Pedestrian Barricade”.
2. Assembly shall be commercial quality galvanized material.

## **SECTION 701 – CONSTRUCTION**

**701-2 PAYMENT.** To the “WHITEBOOK”, ADD the following:

19. The payment for Pedestrian Barricades shall be included in the Bid item for each “Pedestrian Barricade”. This includes all work, materials, and labor associated with the installment of a Pedestrian Barricade.

## SECTION 801 – INSTALLATION

**801-4.1**      **General.** To the “WHITEBOOK”, Item 1 and Item 2, DELETE in their entirety and SUBSTITUTE with the following:

1.      Quantities, locations, and type of plant materials – trees to be planted shall be as specified in Appendix F, or as directed by the Engineer, based on a recommendation from the City of San Diego Horticulturalist and/or Arborist. Minimum required sizes shall be:
  - a.      Minimum Size Required Canopy Shade Tree – 24” Box
  - b.      Minimum Size Non-Required Canopy Shade Tree = #15 (15 Gallon) Container.
  - c.      Minimum Size Palm Species = 10 Foot (10’) Brown Trunk Height (14’ Brown Trunk Height at Bus Stop or Red Curb)

If after the soil excavation, the Engineer determines that it is not possible to save the existing tree with the “Pneumatic Soil Excavation and Tree Root Relocation” methods, Contractor shall remove the tree and plant a new tree at that location.

Payment for Pneumatic Soil Excavation and Tree Root Relocation will be made by the corresponding Contract Bid Unit Prices, see section 801-9

Payment for the tree removal and tree planting will be made by the corresponding Contract Bid Unit Prices, see section 801-9.

2.      All plants shall be reviewed and approved by the Engineer prior to planting, including plants previously approved at the nursery. Contractor shall be responsible for the condition of all plants planted until final acceptance by the Engineer.

**801-7.2**      **Root Pruning for Re-configured Sidewalk.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1.      At locations where the width of the sidewalk will be reduced or moved over to enlarge the tree well, arrange for root pruning after the existing sidewalk has been demolished and removed and prior to installation of new sidewalk.

Coordinate the scheduling of root pruning within 1 week of the start of the concrete repair work.

Roots shall be cut in accordance with the Contract Documents and the City of San Diego Standard Drawing SDL-106 at the new line established by the Engineer based upon a report from a Certified Arborist.

The work includes cutting all roots necessary for satisfactory forming of the reconfigured sidewalk to a depth of 12 inches, 21 inches on the curb side, along the edge of the new sidewalk or curb for a distance of 10 feet in each direction from the trunk. If the sidewalk will not be replaced, roots shall be cut in straight lines parallel to the sidewalk or curb. The root cut shall not be more than 3 inches from edge of existing sidewalk or curb for a length of 10 feet in each direction.

2. Roots more than 2 inches (2") in diameter shall be preapproved for removal by the Engineer based on a report from a Certified Arborist.

Roots shall be cut at the nearest node to encourage roots to grow away from the sidewalk. Root cutting shall not impact the trunk flare. Roots shall be cleanly cut a minimum of 6 inches (6") away from the new sidewalk edge.

Install the root barriers as it is specified in the Contract Documents, Section 801-7.6, and current City of San Diego Standard Drawings.

Backfill excavated areas with Class A topsoil, as directed by the Engineer, to existing grade and compact sufficiently to not settle when walked upon.

3. In order to protect existing trees, surface roots in the parkway area or planter strip shall not be damaged or removed outside of the pruning area and no construction equipment or supplies including spoils shall be placed in or upon this area.

**801-7.3 Root Pruning for Sidewalk Replacement.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Root pruning shall occur after the existing sidewalk has been demolished and removed and prior to installation of the new sidewalk. Coordinate the scheduling of root pruning within 1 week of the start of the concrete repair work.

The Work includes cutting all roots necessary for satisfactory forming of the replacement sidewalk to have a depth of 12 inches (12"), along the edge of the new sidewalk for a distance of 10 feet (10') in each direction from the trunk. If the sidewalk will not be replaced, roots shall be cut in straight lines parallel to the sidewalk or curb. The root cut shall not be more than 3 inches (3") from edge of the existing sidewalk or curb for a length of 10 feet (10') in each direction from the trunk.

2. Roots more than 2 inches (2") in diameter shall be preapproved for removal by the Engineer based upon a report from a Certified Arborist.

Roots shall be cut at the nearest node to encourage roots to grow away from the sidewalk. Root cutting shall not impact the trunk flare. Roots shall be cleanly cut a minimum of 6 inches (6") away from the new sidewalk edge.

Install root barriers as it is specified in the Contract Documents, Section 801-7.6, and the current City of San Diego Standard Drawings.

Backfill excavated areas with Class A topsoil as directed by the Engineer to existing grade and compact sufficiently to not settle when walked upon.

3. In order to protect existing trees, surface roots in the parkway area or planter strip shall not be damaged or removed outside of the pruning area and no construction equipment or supplies including spoils shall be placed in or upon this area.
4. A certified arborist will be required on site during Root Pruning, at locations that will be specified in Appendix F, or by the Engineer, and will be the responsibility of the Contractor to provide a certified arborist at these locations to monitor the Root Pruning of trees.

**801-7.4 Root Pruning on Curb Side.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Prune the tree roots in accordance with the Contract Documents and City of San Diego Standard Drawings. The Contractor shall coordinate the schedule of the root prune work within 1 week of the concrete repair work. Roots shall be cut following the removal of the existing curb and prior to the installation of the new curb when practical.

The Work includes cutting all roots necessary for satisfactory forming for replaced curb and gutter to a depth of 21 inches (21") on the curb side, along the edge of the new sidewalk or curb for a distance of 10 feet (10') in each direction from the trunk. If the sidewalk will not be replaced, roots shall be cut in straight lines parallel to the sidewalk or curb. The root cut shall not be more than 3 inches (3") from the edge of existing sidewalk or curb for a length of 10 feet (10') in each direction from the trunk.

2. Roots more than 2 inches (2") in diameter shall be preapproved for removal by the Engineer based upon a report from a certified arborist.

Roots shall be cut at the nearest node to encourage roots to grow away from the curb. Root cutting shall not impact the trunk flare.

Install root barriers as specified in the Contract Document, Section 801-7.6, and current City of San Diego Standard Drawings.

Backfill excavated areas with Class A topsoil as directed by the Engineer to existing grade and compact sufficiently to not settle when walked upon.

3. In order to protect existing trees, surface roots in the parkway area or planter strip shall not be damaged outside of the required pruning area and no construction equipment or supplies including spoils shall be placed in or upon this area.

4. A certified arborist will be required on site during Root Pruning, at locations that will be specified in Appendix F, or by the Engineer, and will be the responsibility of the Contractor to provide a certified arborist at these locations to monitor the Root Pruning of trees.

**ADD:  
801-7.7**

**Pneumatic Soil Excavation and Tree Root Relocation**

1. For trees specified in the Contract Documents, relocate the roots below the level of the road improvement (new asphalt, base repair, or class II base) as directed by the Engineer. All work must be monitored, photographed, and documented by the Verified Arborist and approved by the Engineer.
2. Prior to beginning the pneumatic soil excavation, you shall remove existing pavement, curb and gutter, and any other hardscape material without damaging the tree roots.
3. The area of excavation shall be thoroughly wetted, 24 hours in advance, to minimize dust to the greatest extent possible. The pneumatic device shall be the "Air Spade CPG System" by the Concept Engineering Group, Inc., or an approved equal. You shall provide a compressor unit for operating the pneumatic excavator rated at one hundred and fifty standard cubic feet per minute (150 scfm) and ninety pounds per square foot gauge (90psfg).
4. Tree roots exposed by the excavation operation must be kept constantly moist with burlap covered with plastic. Backfill must be placed within 48 hours from the time of exposure.
5. A Certified Arborist will inspect any roots encountered over 2 inches (2") in diameter and determine the impact of their relocation on the structural stability of the tree and give the final approval for proper root relocation including root pinning.
6. After the tree root relocation and root pinning backfill excavated areas with the soil, prepare the subgrade and place the base material, sidewalk, or driveway repair as specified in Appendix F. Class A topsoil shall be used in the parkway areas, as directed by the Engineer and shall be filled to existing grade and compact sufficiently to not settle down when walked upon.
7. To protect existing trees or surface roots in the parkway area or exposed roots, no construction equipment or supplies shall be placed in or upon the area of excavation.
8. A certified arborist will be required on site during Pneumatic Soil Excavation and Tree Root Relocation, at locations that will be specified in Appendix F, or by the Engineer, and will be the responsibility of the Contractor to provide a certified arborist at these locations to monitor the Pneumatic Soil Excavation and Tree Root Relocation.

**801-8 Measurement.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Tree planting shall be measured for each tree planted.

**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**

## NOTICE OF EXEMPTION

(Check one or both)

TO:  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 2<sup>ND</sup> AVENUE, SUITE 1200  
EAST TOWER, 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: Concrete Panel Replacement 1601

PROJECT LOCATION-SPECIFIC: City of San Diego: City Heights, College Area, La Jolla, Kensington-Talmadge, Peninsula, and Uptown. Within Council Districts 1, 2, 3, 9.

PROJECT LOCATION- SEE ATTACHMENT A "LOCATION LIST" FOR SPECIFIC LOCATIONS.

DESCRIPTION OF PROJECT: Mayor Approval of Concrete Panel Replacement 1601 which includes all labor, materials, equipment, services and construction, including but not limited to demolishing, hauling and disposal of the existing asphalt and concrete, installment of new concrete panel pavement, excavation of unsuitable base and materials, raising appurtenances and survey monuments to grade, reconstruction of survey monument precast concrete pipe box, street sweeping, installation of curb ramps to meet ADA requirements, curb and gutter removal and replacement, sidewalk panel removal and replacement, cross gutter and alley apron removal and replacement, residential and commercial driveway removal and replacement, installation of curb outlet Type A, relocation of pedestrian push buttons, placement of pedestrian barricades, tree trimming, root pruning, tree root relocation and pneumatic soil excavation, installment of root barriers, tree removal, weed abatement, weed spraying, replacing traffic striping and markers and devices, replacing vehicle detector loops and stubs, traffic control drawings and permits, storm drain inlet protection, and installation of inlet markers for various streets throughout the City. All work would occur within the public right-of-way (paved streets) or previously disturbed and non-sensitive areas only. Storm Water Best Management Practices (BMPs) for erosion control preventing discharge, as well as a Traffic Control Plan (TCP) would be implemented throughout construction.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Transportation & Storm Water - Street Division; Contact: Brian Wang, Assistant Engineer - Civil; 2781 Caminito Chollas, San Diego, CA, (619) 527-76383.

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (\_\_\_\_\_)  
 DECLARED EMERGENCY [SEC. 15269 (A)]  
 EMERGENCY PROJECT [SEC. 15269 (B) AND (C)]  
 CATEGORICAL EXEMPTION: SECTION 15301 (EXISTING FACILITIES) AND SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES)  
 OTHER:

REASONS WHY PROJECT IS EXEMPT: 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 shall be installed in a manner that no impacts would occur to sensitive environmental resources. The project meets the criteria set forth in CEQA State Guidelines Sections: 15301 (Existing Facilities) which allows for minor alterations to existing public structures, facilities, mechanical equipment for topographical features, involving negligible or no expansion of use including grading of existing right of way for the purpose of public safety; and 15303 (New Construction or Conversion of Small Structures), which allows for new construction or conversion of small structures such as installation or upgraded ADA curb ramps; and the exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effect on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action. As to the exception for hazardous materials there is a location listed on GeoTracker and EnviroStor, this location is within 1,000 feet of to the right-of-way at 411 South Coast Blvd. The site is listed as a closed underground tank case on GeoTracker. While the location is listed near the proposed project no hazardous material contamination that would be disturbed by the project activities which would otherwise preclude use of a CEQA exemption pursuant to Section 65962.5 of the Government Code.

CONTACT PERSON: Myra Herrmann, Senior Planner

TELEPHONE: (619) 446-5372

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

 SENIOR PLANNER  
 \_\_\_\_\_  
 SIGNATURE/TITLE

JANUARY 10, 2018  
 \_\_\_\_\_  
 DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
- SIGNED BY APPLICANT

DATE RECEIVED FOR FILING:

ATTACHMENT A LOCATION LIST

Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	Hazardous Waste Site pursuant to Section 65962.5 (Yes or No)
SS-007846	Contour Blvd	52nd St	51st St	9	No
SS-030087	W Washington St	Washington St Ramp	Washington St Ramp	3	No
SS-007847	Contour Blvd	Dawson Ave	52nd St	9	No
SS-030086	W Washington St	Ibis St	Washington St Ramp	3	No
SS-007845	Contour Blvd	Monroe Ave	Dawson Ave	9	No
SS-028545	Westbourne St	Vista Del Mar Ave	Monte Vista Ave	1	No
SS-028544	Westbourne St	Monte Vista Ave	La Jolla Blvd	1	No
SS-028548	Westbourne St	Neptune Pl	Vista Del Mar Ave	1	No
SS-003963	Belvedere St	Vista Del Mar Ave	Monte Vista Ave	1	No
SS-003962	Belvedere St	Monte Vista Ave	La Jolla Blvd	1	No
SS-003964	Belvedere St	Neptune Pl	Vista Del Mar Ave	1	No
SS-005061	Browning St	Willow St	Plum St	2	No
SS-005063	Browning St	Locust St	Evergreen St	2	No
SS-005062	Browning St	Evergreen St	Willow St	2	No
SS-005064	Browning St	Rosecrans St	Locust St	2	No
SS-005059	Browning St	Clove St	Chatsworth Blvd	2	No
SS-005060	Browning St	Plum St	Clove St	2	No
SS-007460	South Coast Blvd	Coast Blvd	Cuvier St	1	No
SS-007461	South Coast Blvd	La Jolla Blvd	Coast Blvd	1	Yes**
SS-007462	South Coast Blvd	Coast Blvd	La Jolla Blvd	1	No
SS-007458	South Coast Blvd	Coast Blvd	Eads Ave	1	No
SS-007457	South Coast Blvd	Eads Ave	Jenner St	1	No

\* Based on search on EnviroStor: <http://www.envirostor.dtsc.ca.gov/public/> and GeoTracker: <http://geotracker.waterboards.ca.gov>

\*\* Individual site on GeoTracker listed as closed (i.e., completed) cleanup site for 411 South Coast Blvd.

**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
  - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
  - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
    - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter	
Contract Acct #:	Deposit Amount: <b>\$ 936.00</b>	Fees Amount: <b>\$ 62.00</b>
Meter Serial #	Meter Size: <b>05</b>	Meter Make and Style: <b>6-7</b>
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:

**WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER**

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

**Note:**

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

## APPENDIX C

### MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

## MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

**APPENDIX D**

**SAMPLE CITY INVOICE WITH SPEND CURVE**



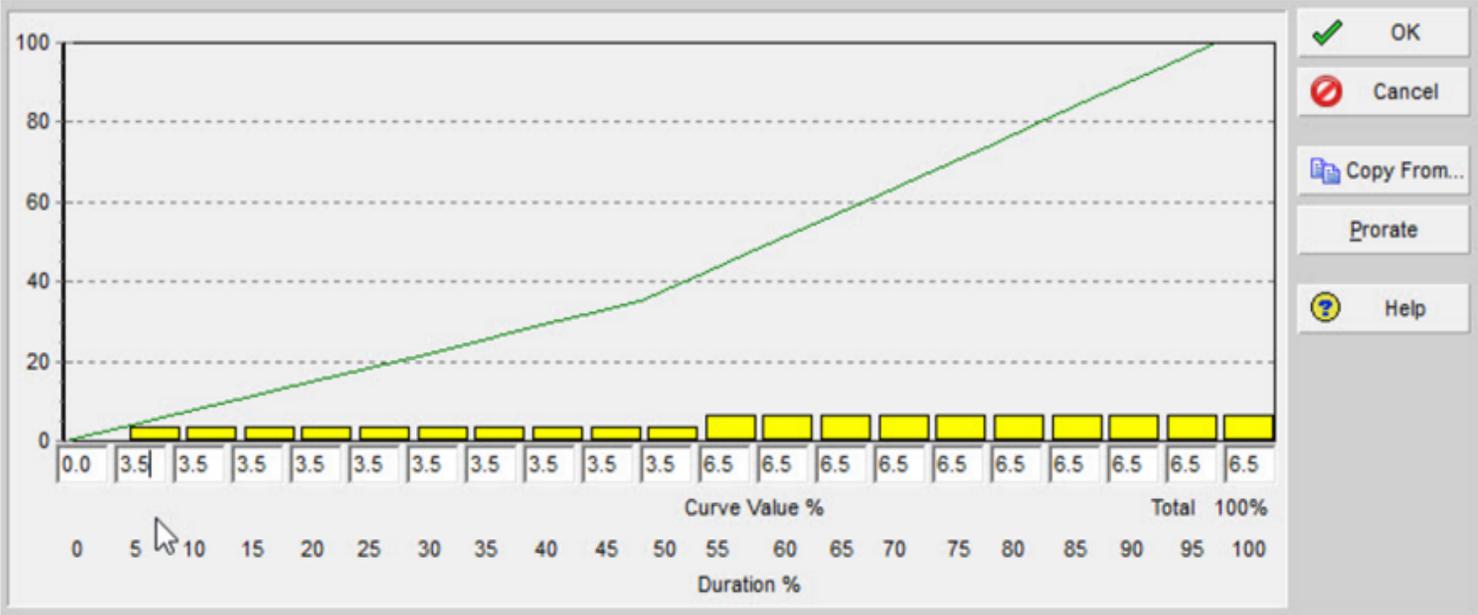
# Sample Project Spend Curve

Sample Date Entries Required

Incremental Curve Value  
Duration % Increment

0.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

Sample Screenshot from Primavera P6



**APPENDIX E**  
**LOCATION MAP**

**Concrete Panel Replacement Group 1601**



SENIOR ENGINEER  
Joshua Lahmann

PROJECT MANAGER  
Brian Wang  
619-627-7638

PROJECT ENGINEER  
Brian Wang  
619-527-7638

FOR QUESTIONS ABOUT THIS PROJECT  
Call: 619-527-7500



Concrete Street Panel Group 1601 Appendix E - Location Map

COMMUNITY NAME: LA JOLLA,  
KENSINGTON - TALMADGE,  
PENINSULA, UPTOWN

COUNCIL DISTRICT: 1, 2, 3, 9  
Date: November 30, 2017

SAP ID: SEE PAGES

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**CONCRETE PANEL REPLACEMENT GROUP 1601**

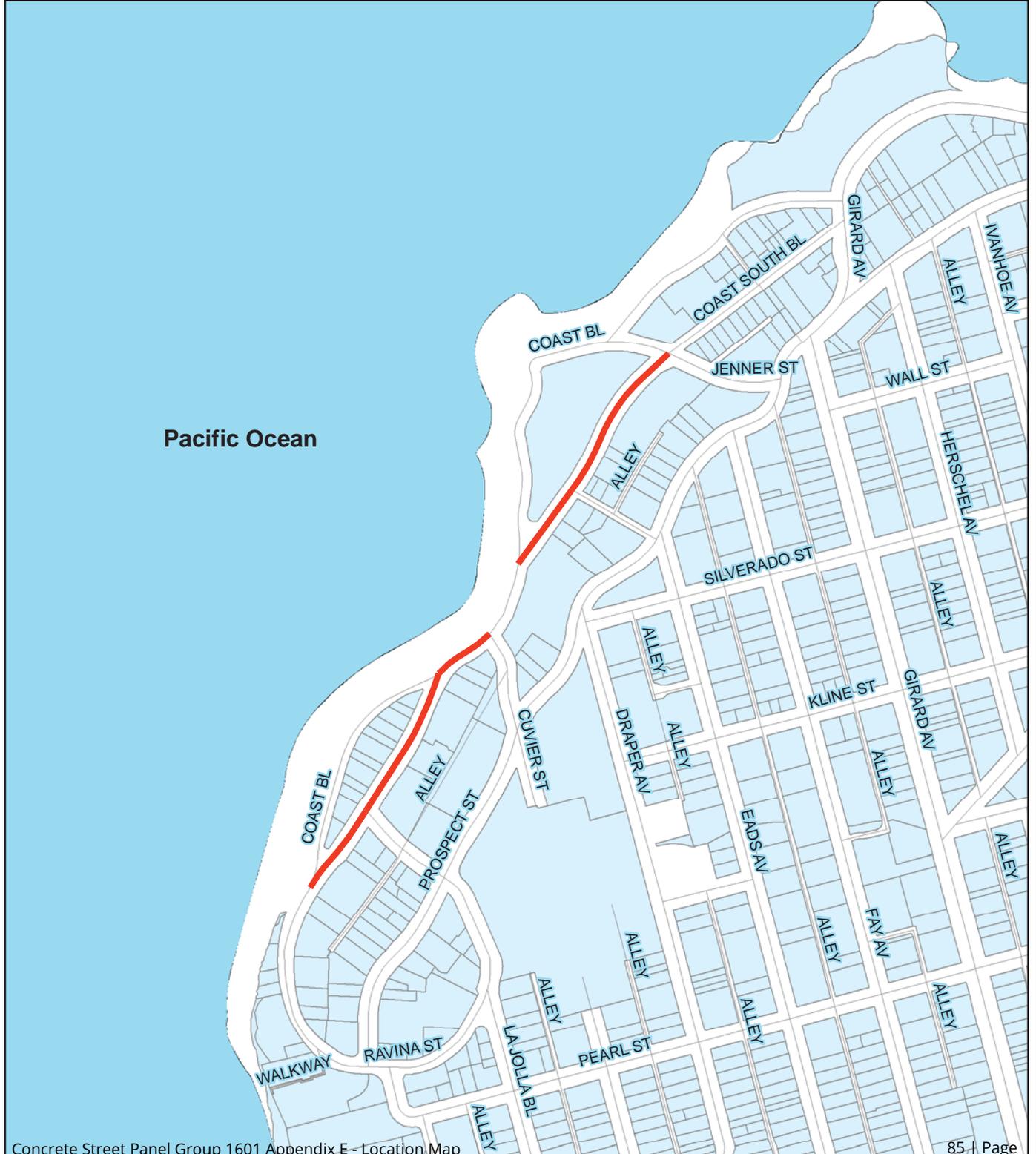


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Concrete Street Panel Group 1601 Appendix E - Location Map

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Concrete Street Panel Group 1601 Appendix E - Location Map

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**Concrete Panel Replacement Group 1601**



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**APPENDIX F**  
**LIST OF PROPOSED WORK**

Concrete Panel Replacement 1601

Concrete Panel Replacement Work

Segment ID	Street Name	Cross Street 1	Cross Street 2	Street Classification	Max ADT	Council District	TB Map Page	Community Planning Area	Street Length (FT)	Street Width (FT)	Street Area (SF)	Excluded Panel	Concrete Panel Replacement (CY)	Comments
SS-003963	BELVEDERE ST	VISTA DEL MAR AV	MONTE VISTA AV	Collector (Res.)	5000	1	1247-E1	LA JOLLA	514	40	20560		507.654321	FL/FW
SS-003962	BELVEDERE ST	MONTE VISTA AV	LA JOLLA BL	Collector (Res.)	5000	1	1247-E1	LA JOLLA	482	40	19280		476.0493827	FL/FW
SS-003964	BELVEDERE ST	NEPTUNE PL	VISTA DEL MAR AV	Collector (Res.)	5000	1	1247-E1	LA JOLLA	257	40	10280		253.8271605	FL/FW. CURB RAMPS @ NEPTUNE PL NEED DESIGN.
SS-005061	BROWNING ST	WILLOW ST	PLUM ST	Collector (Res.)	5000	2	1268-C7	PENINSULA	375	34	12750		314.8148148	FL/FW. SCHOOL ON SOUTH SIDE
SS-005063	BROWNING ST	LOCUST ST	EVERGREEN ST	Collector (Res.)	5000	2	1268-C7	PENINSULA	373	34	12682		313.1358025	FL/FW
SS-005062	BROWNING ST	EVERGREEN ST	WILLOW ST	Collector (Res.)	5000	2	1268-C7	PENINSULA	367	34	12478		308.0987654	FL/FW. SCHOOL AT WILLOW ST INTERSECTION.
SS-005064	BROWNING ST	ROSECRANS ST	LOCUST ST	Collector (Res.)	5000	2	1268-D7	PENINSULA	324	34	11016		272	FULL WIDTH END AT INTERSECTION;
SS-005059	BROWNING ST	CLOVE ST	CHATSWORTH BL	Collector (Res.)	5000	2	1268-C7	PENINSULA	382	35	13370		330.1234568	FL/FW
SS-005060	BROWNING ST	PLUM ST	CLOVE ST	Collector (Res.)	5000	2	1268-C7	PENINSULA	370	35	12950		319.7530864	FL/FW
SS-007460	COAST SOUTH BL	COAST BL	CUVIER ST	Collector (Res.)	5000	1	1227-E7	LA JOLLA	340	41	13940		344.1975309	FL/FW. 42 C&G. CURB RAMP DESIGN @ COAST SOUTH AND COAST
SS-007461	COAST SOUTH BL	LA JOLLA BL	COAST BL	Collector (Res.)	5000	1	1227-E7	LA JOLLA	556	46	25576		631.5061728	FL/FW. DIAGONAL PARKING STRIPING. 118 TOTAL C&G.
SS-007462	COAST SOUTH BL	COAST BL	LA JOLLA BL	Collector (Res.)	5000	1	1227-E7	LA JOLLA	240	50	12000	360	287.4074074	FL/FW. EXCLUDE 2 PANELS @ 345. LIMITS AT COAST BL INTERSECTION. CURB RAMP DESIGN @ COAST SOUTH AND COAST
SS-007458	COAST SOUTH BL	COAST BL	EADS AV	Collector (Res.)	5000	1	1227-E6	LA JOLLA	290	44	12760		315.0617284	FL/FW. 6C&G. DIAGONAL PARKING STRIPING. CURB RAMP DESIGN AT COAST SOUTH AND COAST. NO CROSSING @ EADS?
SS-007457	COAST SOUTH BL	EADS AV	JENNER ST	Collector (Res.)	5000	1	1227-E6	LA JOLLA	646	50	32300		797.5308642	FL/FW. FLASHING BEACON CROSSWALK. 130 TOTAL C&G. DIAGONAL PARKING STRIPING.
SS-007846	CONTOUR BL	51ST ST	51ST ST	Local (Res.)	2200	9	1270-A3	KENSINGTON-TALMADGE	288	37	10656	2000	200.3703704	FL/FW. EXCLUDE PANELS @ 4623 (1000SF). EXCLUDE PANELS @ 2592(1000 SF). APRON 12X24.
SS-007847	CONTOUR BL	DAWSON AV	52ND ST	Local (Res.)	2200	9	1270-A3	KENSINGTON-TALMADGE	487	36	17532	1400	373.4259259	FL/FW. EXCLUDE PANELS @ 4564 (400SF). EXCLUDE INTERSECTION @ ALLEY (1000SF).
SS-007845	CONTOUR BL	MONROE AV	DAWSON AV	Local (Res.)	2200	9	1270-A4	KENSINGTON-TALMADGE	264	37	9768		226.1111111	FL/FW
SS-030087	W WASHINGTON ST	WASHINGTON ST RA	WASHINGTON ST RA	Collector (Res.)	5000	3	1268-J5	UPTOWN	61	24	1464		36.14814815	SN: 5000001355543 Panel replacement was recommended by roadway group. Assessment was done on 6/15/2016 by ND. Replace 12x210 + 10x40 SF PCC Panels on WB W Washington St limits starts approx. 95' east from asphalt.
SS-030086	W WASHINGTON ST	IBIS ST	WASHINGTON ST RA	Collector (Res.)	5000	3	1268-J5	UPTOWN	61	24	1464		36.14814815	SN: 5000001355543 Panel replacement was recommended by roadway group. Assessment was done on 6/15/2016 by ND. Replace 12x210 + 10x40 SF PCC Panels on WB W Washington St limits starts approx. 95' east from asphalt.
SS-028545	WESTBOURNE ST	VISTA DEL MAR AV	MONTE VISTA AV	Collector (Res.)	5000	1	1247-E1	LA JOLLA	514	40	20560		507.654321	FL/FW. REMOVE DRIVEWAY @ SW CORNER.
SS-028544	WESTBOURNE ST	MONTE VISTA AV	LA JOLLA BL	Collector (Res.)	5000	1	1247-E1	LA JOLLA	483	40	19320		477.037037	FL/FW. SN 5/137853. COORDINATE WITH CARLOS NAVARO ON PROJECT B14001 TO AVOID CONFLICT AT WESTBOURNE AND LA JOLLA BL. 34 LF C&G @ LA JOLLA BL NORTH SIDE.
SS-028548	WESTBOURNE ST	NEPTUNE PL	VISTA DEL MAR AV	Collector (Res.)	5000	1	1247-E1	LA JOLLA	258	40	10320		254.8148148	FL/FW. DRIVEWAY PERMIT @ 209

**Concrete Panel Replacement 1601**

**Other Asset Works**

Street Name	Cross Street 1	PCC Curb Ramp NE (Type)	PCC Curb Ramp NW (Type)	PCC Curb Ramp SE (Type)	PCC Curb Ramp SW (Type)	PCC Curb Ramp - Large (EA)	PCC Curb Ramp - Small (EA)	Curb Outlet Type A (EA)	PCC Alley Apron or PCC Residential Driveway (SF)	Remove and Replace Curb and Gutter (LF)	Remove and Replace Existing Sidewalk (SF)	Flashing Beacon Crosswalk	Small Tree Removal & Disposal (<24" trunk diameter)	PM COMMENTS
CONTOUR BL	52ND ST													
CONTOUR BL	ALLEY (B/W 52ND AND 51ST)								288					
CONTOUR BL	51ST ST													
CONTOUR BL	MONROE AV													
CONTOUR BL	ALLEY (B/W MONROE AND DAWSON)													
CONTOUR BL	DAWSON AV													
CONTOUR BL	ALLEY (B/W DAWSON AND 52ND)													
CONTOUR BL	52ND ST													
CONTOUR BL	ALLEY (B/W 52ND ST AND 51ST ST)								168					
CONTOUR BL	51ST ST													
W WASHINGTON ST	WASHINGTON ST RA													
W WASHINGTON ST	IBIS ST													
WESTBOURNE ST	NEPTUNE PL	C1		C1		2								
WESTBOURNE ST	ALLEY (B/W NEPTUNE AND VISTA DEL MAR)			D	D		2							DRIVEWAY PERMIT @209.
WESTBOURNE ST	VISTA DEL MAR AV	C2	C2	C1		4								
WESTBOURNE ST	MONTE VISTA AV				C1	1								REMOVE DRIVEWAY @ SW CORNER TO INSTALL C1 RAMP.
WESTBOURNE ST	LA JOLLA BL		C2		C2	2				34				34 LF C&G NORTH SIDE @ LA JOLLA BL.
BELVEDERE ST	NEPTUNE PL													
BELVEDERE ST	VISTA DEL MAR AV													
BELVEDERE ST	MONTE VISTA AV	C2	C2			2								
BELVEDERE ST	LA JOLLA BL													
BROWNING ST	ROSECRANS ST													
BROWNING ST	LOCUST ST													
BROWNING ST	EVERGREEN ST													
BROWNING ST	WILLOW ST													SCHOOL ON SOUTH SIDE
BROWNING ST	PLUM ST			C2	C2	2								SCHOOL ON SOUTH SIDE; 2 C2 RAMPS @ SCHOOL ENTRANCE
BROWNING ST	CLOVE ST													
BROWNING ST	CHATSWORTH BL													
COAST BL S	COAST BL (333 COAST BL S)	B	C1			2				42				C1 @ ISLAND
COAST BL S	LA JOLLA BL									118				
COAST BL S	COAST BL (505 COAST BL S)			B	C2	2								2 C2 @ ISLAND
COAST BL S	CUVIER ST													
COAST BL S	COAST BL (700 COAST BL S)			A		1				6				A @ ISLAND
COAST BL S	EADS AV									130				
COAST BL S	821 COAST BL S								500		275		1	
COAST BL S	849 COAST BL S											1		FLASHING BEACON CROSSWALK REPLACEMENT @ 849 COAST BL S
COAST BL S	JENNER ST													

**APPENDIX G**  
**SAMPLE OF PUBLIC NOTICE**



CONSTRUCTION NOTICE

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.
• 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 X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

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.
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• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

## APPENDIX H

### 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. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.**

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**



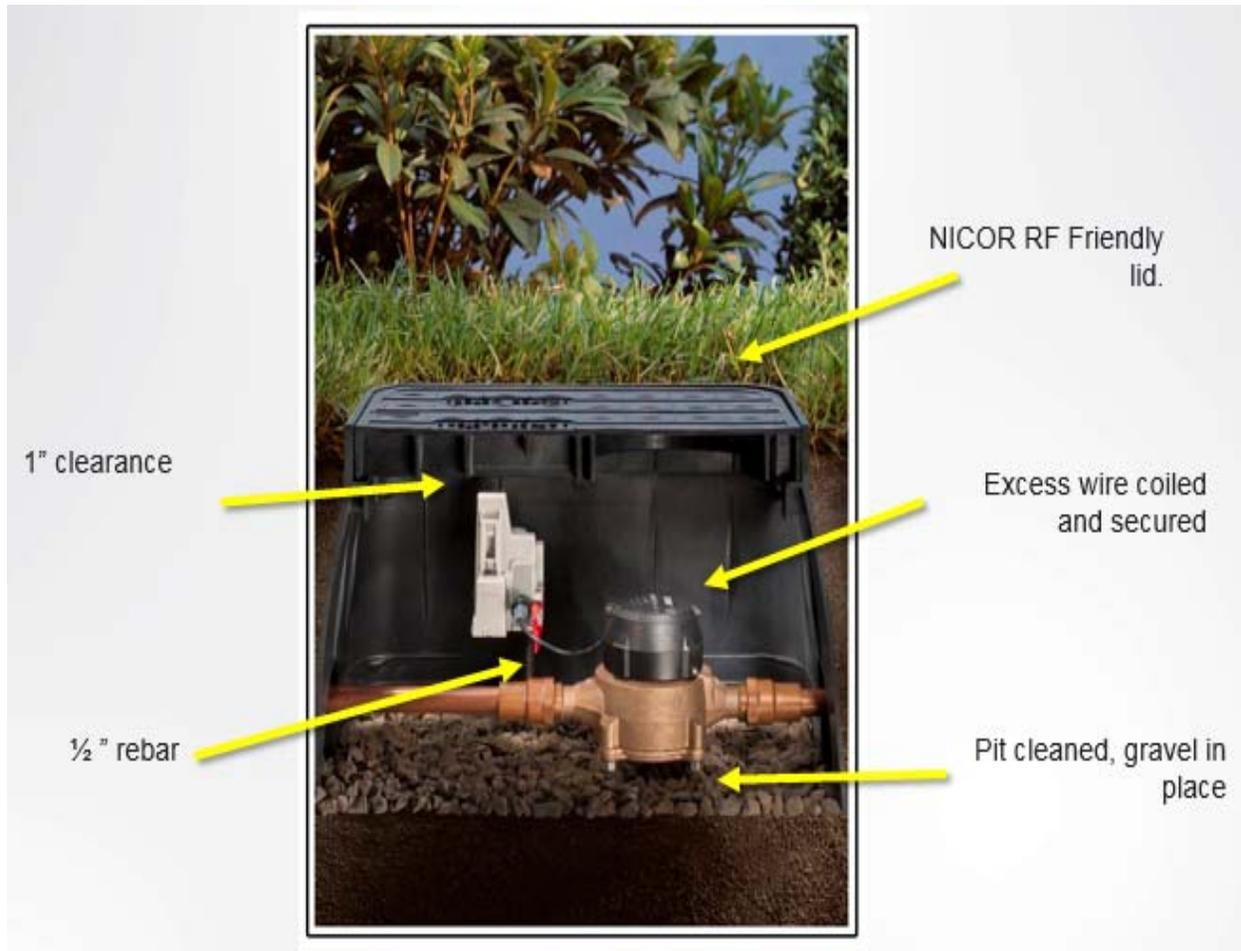
Network Devices, see Photo 3:

**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 5**

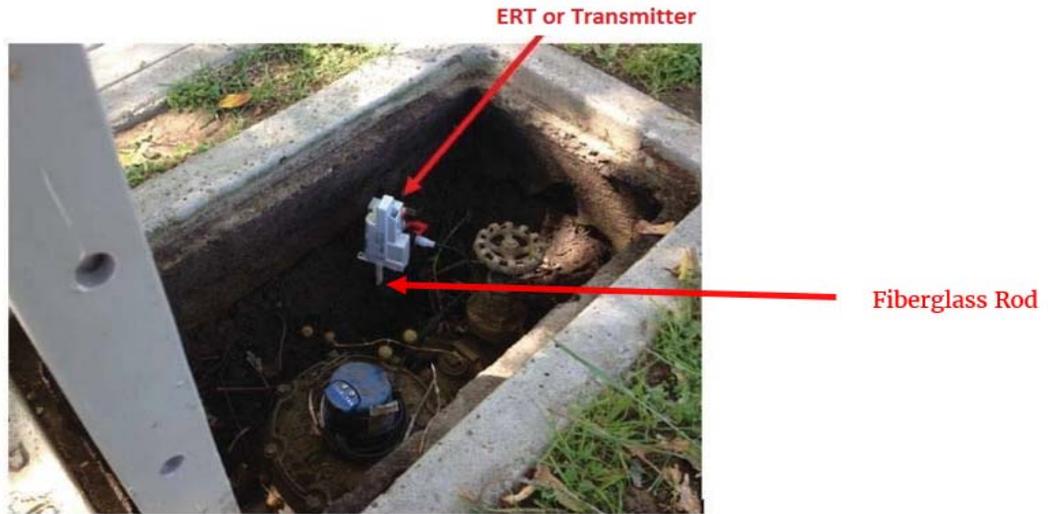


Photo 6 below is an example of disturbance that shall be avoided:

**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.

**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.**

**APPENDIX I**  
**OPTION STREET LIST**

Work Order Number	Segment ID	Street Name	Cross Street 1	Cross Street 2	Council District	TB Page
PCC1701	SS-022881	REDLAND DR	56TH ST	END		9 1270-B3
PCC1701	SS-030749	NORTH ARROYO DR	ARROYO DR	W PALM ST		3 1268-J7
PCC1701	SS-002808	ARROYO DR	DOVE ST	REYNARD WY		3 1288-J1
PCC1701	SS-001350	55TH ST	REDLAND DR	REDLAND DR		9 1270-B3
PCC1701	SS-013610	HINSON PL	BEGIN	ADAMS AV		9 1270-B3
PCC1701	SS-022882	REDLAND DR	55TH ST	END		9 1270-B3
PCC1701	SS-010079	EL CERRITO PL	ADAMS AV	END		9 1270-B3
PCC1701	SS-028062	VISTA DEL MAR AV	WESTBOURNE ST	BELVEDERE ST		1 1247-E1
PCC1701	SS-028061	VISTA DEL MAR AV	BELVEDERE ST	FERN GLEN		1 1247-E1
PCC1701	SS-008808	DAWSON AV	EL CAJON BL	MONROE AV		9 1270-A4
PCC1701	SS-001252	52ND ST	EL CAJON BL	MONROE AV		9 1270-A4
PCC1701	SS-001217	51ST ST	ORANGE AV	TROJAN AV		9 1270-A4
PCC1701	SS-001234	52ND ST	MONROE AV	CONTOUR BL		9 1270-A4
PCC1701	SS-008806	DAWSON AV	MONROE AV	CONTOUR BL		9 1270-A4
PCC1701	SS-001216	51ST ST	TROJAN AV	EL CAJON BL		9 1270-A4
PCC1701	SS-022049	POE ST	EVERGREEN ST	END		2 1288-C1
PCC1701	SS-021972	PLUM ST	TENNYSON ST	UDALL ST		2 1268-C7
PCC1701	SS-010644	EVERGREEN ST	OLIPHANT ST	POE ST		2 1288-C1
PCC1701	SS-020453	OLIPHANT ST	LOCUST ST	END		2 1288-C1
PCC1701	SS-022050	POE ST	LOCUST ST	END		2 1288-C1
PCC1701	SS-026272	TENNYSON ST	EVERGREEN ST	WILLOW ST		2 1268-C7
PCC1701	SS-020451	OLIPHANT ST	BEGIN	NIMITZ BL		2 1288-B1
PCC1701	SS-031379	OLIPHANT ST	EVERGREEN ST	END		2 1288-C1
PCC1701	SS-019836	NEWELL ST	EVERGREEN ST	END		2 1288-C1
PCC1701	SS-010645	EVERGREEN ST	NEWELL ST	OLIPHANT ST		2 1288-C1
PCC1701	SS-001291	54TH ST	BAJA DR	FABER WY		9 1270-A2
PCC1701	SS-003446	BALMORAL DR	59TH ST	LINNET ST		4 1290-C4
PCC1701	SS-003445	BALMORAL DR	THRUSH ST	59TH ST		4 1290-C4
PCC1701	SS-001395	59TH ST	KINGS VIEW CT	BALMORAL DR		4 1290-C4
PCC1701	SS-028066	VISTA DEL MAR AV	CAM DE LA COSTA	ROSEMONT ST		1 1247-E2
PCC1701	SS-028064	VISTA DEL MAR AV	KOLMAR ST	GRAVILLA ST		1 1247-E2
PCC1701	SS-028063	VISTA DEL MAR AV	GRAVILLA ST	PLAYA DEL SUR ST		1 1247-E2
PCC1701	SS-028065	VISTA DEL MAR AV	ROSEMONT ST	KOLMAR ST		1 1247-E2

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

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

## CONTRACT AGREEMENT

---

### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Portillo Concrete Inc., herein called "Contractor" for construction of **CONCRETE STREET PANEL GROUP 1601**; Bid No. **K-18-1696-DBB-3**; in the amount of **Two Million Five Hundred Thirty Five Thousand Four Hundred and Fifty Dollars and Zero (\$2,535,450.00)**, which is comprised of the Base Bid alone.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **CONCRETE STREET PANEL GROUP 1601**, on file in the office of the City Clerk as Document No. **B-16026**, 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 **CONCRETE STREET PANEL GROUP 1601**, Bid No. **K-18-1696-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 522.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney  
By 

Print Name: Stephen Samara  
Principal Contract Specialist  
Public Works Department

Print Name: RYAN P. GERRITY  
Deputy City Attorney

Date: 8/9/2018

Date: 8/10/18

CONTRACTOR

By 

Print Name: Tina Portillo

Title: SEC/CFO

Date: 8/8/16

City of San Diego License No.: B1996006538

State Contractor's License No.: 680144

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004389

## CERTIFICATIONS AND FORMS

**The Bidder / Proposer, by submitting its electronic bid or proposal, 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 submission are true and correct.**

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

## CONTRACTOR CERTIFICATION

---

### DRUG-FREE WORKPLACE

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

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

## CONTRACTOR CERTIFICATION

---

### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

## **CONTRACTOR CERTIFICATION**

---

### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

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

I further certify that each of the Contractor's subcontractors 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.

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL PAY ORDINANCE CERTIFICATION**

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

## **AFFIDAVIT OF DISPOSAL**

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

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

**Concrete Street Panel Group 1601**

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-18-1696-DBB-3**; SAP No. (WBS/IO/CC) **B-16026**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

By: \_\_\_\_\_  
Contractor

**ATTEST:**

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

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

Notary Public in and for said County and State

## 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	DIR Registration Number	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 <sup>Ⓛ</sup>	WHERE CERTIFIED <sup>②</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	DIR Registration Number	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

## **ELECTRONICALLY SUBMITTED FORMS**

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

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

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

**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 Portillo Concrete, 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 **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

Concrete Street Panel Group 1601

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.

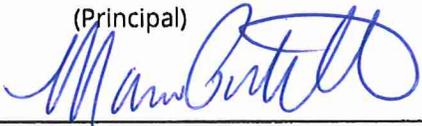
SIGNED AND SEALED, this 27th day of March, 2018

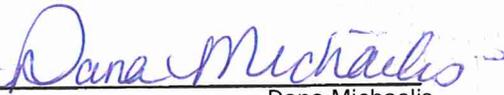
Portillo Concrete, Inc. (SEAL)

The Ohio Casualty Insurance Company (SEAL)

(Principal)

(Surety)

By: 

By: 

(Signature)

(Signature)

Dana Michaelis  
Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



# CALIFORNIA ALL-PURPOSE 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 March 27, 2018 before me, Pam Davis, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Dana Michaelis  
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 *Pam Davis*  
Signature of Notary Public Pam Davis



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

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

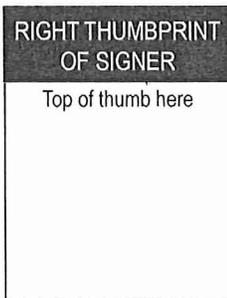
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

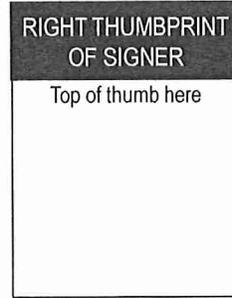
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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. 7915982

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Cyndi Beilman; Dana Michaelis; Anne Wright

all of the city of La Mesa, 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 thereto this 17th day of October, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 17th day of October, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, 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 surety 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 27th day of March, 2018.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

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

## CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

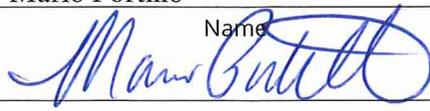
CHECK ONE BOX ONLY.

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

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

Contractor Name: Portillo Concrete, Inc.

Certified By Mario Portillo Title President/CEO

  
 Name \_\_\_\_\_ Date 04/18/2018  
 Signature \_\_\_\_\_

**USE ADDITIONAL FORMS AS NECESSARY**

# City of San Diego

CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: [JEEspindola@sandiego.gov](mailto:JEEspindola@sandiego.gov)  
Phone No. (619) 533-4491

## ADDENDUM A



FOR

## CONCRETE STREET PANEL GROUP 1601

BID NO.: K-18-1696-DBB-3  
SAP NO. (WBS/IO/CC): B-16026  
CLIENT DEPARTMENT: 2116  
COUNCIL DISTRICT: CITYWIDE  
PROJECT TYPE: ID

### BID DUE DATE:

**2:00 PM**  
**APRIL 18, 2018**  
**CITY OF SAN DIEGO**  
**PUBLIC WORKS CONTRACTS**  
**525 B STREET, SUITE 750, MS 908A**  
**SAN DIEGO, CA 92101**

**ENGINEER OF WORK**

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

  
\_\_\_\_\_  
For City Engineer

3/29/2018  
Date

Seal:



**A. CHANGES TO CONTRACT DOCUMENTS**

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

**B. CLARIFICATIONS**

1. Contour Blvd and all related work has been removed from the Scope of Work. Two segments of Vista Del Mar Ave and three segments of Oliphant St have been added to the Scope of Work.

**C. NOTICE INVITING BIDS**

1. To Section 3, Estimated Construction Cost, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$3,130,000.**

2. To Section 7, Subcontracting Participation Percentages, page 4, Subsection 7.1., **DELETE** in its entirety and **SUBSTITUTE** with following:

**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            | <b>8.9%</b>  |
| 2. ELBE participation            | <b>10.2%</b> |
| 3. Total mandatory participation | <b>19.1%</b> |

**D. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To Appendix F, List of Proposed Work, page 91, **DELETE** in its entirety and **SUBSTITUTE** with page 5 of this Addendum.

**E. ADDITIONAL CHANGES**

- The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **~~Stricken out.~~**

Section	Item Code	Description	UoM	Quantity	Payment Reference
Main Bid	<del>238910</del> <u>237310</u>	Concrete Panel Replacement	CY	<del>7600</del> <u>7800</u>	300-1.4
Main Bid	237310	PCC Curb Ramps - Large	EA	<del>20</del> <u>28</u>	303-5.10.2
Main Bid	237310	PCC Curb Ramps - Small	EA	<del>5</del> <u>2</u>	303-5.10.2
Main Bid	237310	Remove and Replace Curb and Cutter	LF	<del>400</del> <u>700</u>	303-5.9
Main Bid	237310	PCC Alley Apron or Residential Driveways	SF	<del>4000</del> <u>550</u>	303-5.9
Main Bid	237310	Pedestrian Barricade	EA	<del>3</del> <u>11</u>	701-2

James Nagelvoort, Director  
Public Works Department

Dated: *April 2, 2018*  
San Diego, California

JN/AR/LJI

**Concrete Panel Replacement 1601**

**Concrete Panel Replacement Work**

..Segment ID	..Street Name	..Cross Street 1	..Cross Street 2	Street Classification	Max ADT	Council District	TB Map Page	Community Planning Area	Street Length (FT)	Street Width (FT)	Street Area (SF)	Excluded Panel	Concrete Panel Replacement (CY)	Comments
SS-003962	BELVEDERE ST	MONTE VISTA AV	LA JOLLA BL	Collector (Res.)	5000	1	1247-E1	LA JOLLA	482	40	19280		476.0493827	FL/FW.
SS-003963	BELVEDERE ST	VISTA DEL MAR AV	MONTE VISTA AV	Collector (Res.)	5000	1	1247-E1	LA JOLLA	514	40	20560		507.654321	FL/FW
SS-003964	BELVEDERE ST	NEPTUNE PL	VISTA DEL MAR AV	Collector (Res.)	5000	1	1247-E1	LA JOLLA	257	40	10280		253.8271605	FL/FW. CURB RAMPS @ NEPTUNE PL NEED DESIGN.
SS-005059	BROWNING ST	CLOVE ST	CHATSWORTH BL	Collector (Res.)	5000	2	1268-C7	PENINSULA	382	35	13370		330.1234568	FL/FW
SS-005060	BROWNING ST	PLUM ST	CLOVE ST	Collector (Res.)	5000	2	1268-C7	PENINSULA	370	35	12950		319.7530864	FL/FW
SS-005061	BROWNING ST	WILLOW ST	PLUM ST	Collector (Res.)	5000	2	1268-C7	PENINSULA	375	34	12750		314.8148148	FL/FW. SCHOOL ON SOUTH SIDE
SS-005062	BROWNING ST	EVERGREEN ST	WILLOW ST	Collector (Res.)	5000	2	1268-C7	PENINSULA	367	34	12478		308.0987654	FL/FW. SCHOOL AT WILLOW ST INTERSECTION.
SS-005063	BROWNING ST	LOCUST ST	EVERGREEN ST	Collector (Res.)	5000	2	1268-C7	PENINSULA	373	34	12682		313.1358025	FL/FW
SS-005064	BROWNING ST	ROSECRANS ST	LOCUST ST	Collector (Res.)	5000	2	1268-D7	PENINSULA	324	34	11016		272	FULL WIDTH END AT INTERSECTION;
SS-007457	COAST SOUTH BL	EADS AV	JENNER ST	Collector (Res.)	5000	1	1227-E6	LA JOLLA	646	50	32300		797.5308642	FL/FW. FLASHING BEACON CROSSWALK. 130 TOTAL C&G. DIAGONAL PARKING STRIPING.
SS-007458	COAST SOUTH BL	COAST BL	EADS AV	Collector (Res.)	5000	1	1227-E6	LA JOLLA	290	44	12760		315.0617284	FL/FW. 6C&G. DIAGONAL PARKING STRIPING. CURB RAMP DESIGN AT COAST SOUTH AND COAST. NO CROSSING @ EADS?
SS-007460	COAST SOUTH BL	COAST BL	CUVIER ST	Collector (Res.)	5000	1	1227-E7	LA JOLLA	340	41	13940		344.1975309	FL/FW. 42 C&G. CURB RAMP DESIGN @ COAST SOUTH AND COAST
SS-007461	COAST SOUTH BL	LA JOLLA BL	COAST BL	Collector (Res.)	5000	1	1227-E7	LA JOLLA	556	46	25576		631.5061728	FL/FW. DIAGONAL PARKING STRIPING. 118 TOTAL C&G.
SS-007462	COAST SOUTH BL	COAST BL	LA JOLLA BL	Collector (Res.)	5000	1	1227-E7	LA JOLLA	240	50	12000	360	287.4074074	FL/FW. EXCLUDE 2 PANELS @ 345. LIMITS AT COAST BL INTERSECTION. CURB RAMP DESIGN @ COAST SOUTH AND COAST
SS-020451	OLIPHANT ST	BEGIN	NEWELL	Cul-De-Sac	200	2	1288-B1	PENINSULA	305	30	9150		197.6851852	FL/FW . 22 LF C&G @ 3320. 10 LF C&G @ 3333. 34 LF C&G @ 3345. 20 LF C&G @ 3330. 134 LF C&G @ 3344
SS-020453	OLIPHANT ST	LOCUST ST	END	Cul-De-Sac	200	2	1288-C1	PENINSULA	207	34	7038		152.0555556	EXCLUDE 1 PANEL AT END (20X15); 26 LF C&G END; 72 LF C&G @ 3112
SS-028061	VISTA DEL MAR AV	FERN GLEN	BELVEDERE ST	Local (Res.)	1200	1	1247-E1	LA JOLLA	237	36	8532		197.5	FL/FW
SS-028062	VISTA DEL MAR AV	BELVEDERE ST	WESTBOURNE ST	Local (Res.)	1200	1	1247-E1	LA JOLLA	241	36	8676		200.8333333	FL/FW
SS-028544	WESTBOURNE ST	MONTE VISTA AV	LA JOLLA BL	Collector (Res.)	5000	1	1247-E1	LA JOLLA	483	40	19320		477.037037	FL/FW. SN 5/137853. COORDINATE WITH CARLOS NAVARO ON PROJECT B14001 TO AVOID CONFLICT AT WESTBOURNE AND LA JOLLA BL. 34 LF C&G @ LA JOLLA BL NORTH SIDE.
SS-028545	WESTBOURNE ST	VISTA DEL MAR AV	MONTE VISTA AV	Collector (Res.)	5000	1	1247-E1	LA JOLLA	514	40	20560		507.654321	FL/FW. REMOVE DRIVEWAY @ SW CORNER.
SS-028548	WESTBOURNE ST	NEPTUNE PL	VISTA DEL MAR AV	Collector (Res.)	5000	1	1247-E1	LA JOLLA	258	40	10320		254.8148148	FL/FW. DRIVEWAY PERMIT @ 209
SS-030086	W WASHINGTON ST	IBIS ST	WASHINGTON ST RA	Collector (Res.)	5000	3	1268-J5	UPTOWN	61	24	1464		36.14814815	SN: 5000001355543 Panel replacement was recommended by roadway group. Assessment was done on 6/15/2016 by ND. Replace 12x210 + 10x40 SF PCC Panels on WB W Washington St limits starts approx. 95f east from asphalt.
SS-030087	W WASHINGTON ST	WASHINGTON ST RA	WASHINGTON ST RA	Collector (Res.)	5000	3	1268-J5	UPTOWN	61	24	1464		36.14814815	SN: 5000001355543 Panel replacement was recommended by roadway group. Assessment was done on 6/15/2016 by ND. Replace 12x210 + 10x40 SF PCC Panels on WB W Washington St limits starts approx. 95f east from asphalt.
SS-031379	OLIPHANT ST	EVERGREEN ST	END	Cul-De-Sac	200	2	1288-C1	PENINSULA	123	30	3690		79.72222222	

**Bid Results**

**Bidder Details**

**Vendor Name** Portillo Concrete Inc  
**Address** 3527 Citrus St  
 Lemon Grove, CA 91945  
 United States  
**Respondee** Mario Portillo  
**Respondee Title** President/CEO  
**Phone** 619-466-4639 Ext.  
**Email** mportillo@portilloconcreteinc.com  
**Vendor Type** LAT,MALE,PQUAL,DBE,HUBZ,MBE,CADIR,SDB,Local  
**License #** 680144  
**CADIR** 1000004389

**Bid Detail**

**Bid Format** Electronic  
**Submitted** April 18, 2018 1:44:02 PM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 139134  
**Ranking** 0

**Respondee Comment**

**Buyer Comment**

**Attachments**

File Title	File Name	File Type
Contractor's Certification of Pending Actions	Contractors Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions
Bid Bond	Bid Bond.pdf	Bid Bond

**Line Items**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	<b>Main Bid</b>					
1	Concrete Panel Replacement					
	237310	CY	7800	\$250.00	\$1,950,000.00	
2	Unclassified Excavation					
	237310	CY	1000	\$38.00	\$38,000.00	
3	Class 2 Aggregate Base					
	237310	TONS	800	\$52.00	\$41,600.00	
4	Raise Appurtenance to Grade (Water)					
	237310	EA	40	\$500.00	\$20,000.00	
5	Raise Appurtenance to Grade (Sewer)					
	237310	EA	20	\$500.00	\$10,000.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
6	Reconstruct Survey Monument Box					
	237310	EA	8	\$1,000.00	\$8,000.00	
7	PCC Curb Ramps - Large					
	237310	EA	28	\$3,100.00	\$86,800.00	
8	PCC Curb Ramps - Small					
	237310	EA	2	\$3,100.00	\$6,200.00	
9	Contractor Date Stamps and Impressions					
	237310	EA	5	\$200.00	\$1,000.00	
10	Remove and Replace Existing Sidewalk					
	237310	SF	300	\$15.00	\$4,500.00	
11	Remove and Replace Curb and Gutter					
	237310	LF	700	\$40.00	\$28,000.00	
12	PCC Alley Apron or Residential Driveways					
	237310	SF	550	\$15.00	\$8,250.00	
13	PCC Meter Box w/ Cover or Pull Box w/Cover - Replace damaged					
	237310	EA	5	\$500.00	\$2,500.00	
14	Small Tree Removal & Disposal (< 24" trunk diameter)					
	561730	EA	1	\$4,000.00	\$4,000.00	
15	Remove, Replace & Install Traffic Striping, Markers, Markings, & Devices					
	237310	LS	1	\$40,000.00	\$40,000.00	
16	WPCP Implementation					
	237990	LS	1	\$1,000.00	\$1,000.00	
17	WPCP Development					
	541330	LS	1	\$2,000.00	\$2,000.00	
18	Traffic Control Including Plans					
	237310	LS	1	\$40,000.00	\$40,000.00	
19	Field Orders (EOC Type II)					
		AL	1	\$200,000.00	\$200,000.00	
20	Bonds (Payment and Performance)					
	524126	LS	1	\$37,000.00	\$37,000.00	
21	Pedestrian Barricade					
	237310	EA	11	\$600.00	\$6,600.00	
<b>Subtotal</b>					<b>\$2,535,450.00</b>	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
				<b>Total</b>	<b>\$2,535,450.00</b>	

**Subcontractors**

Name & Address	Description	License Num	CADIR	Amount	Type
<b>McGrath Consulting</b> PO BOX 2488 El Cajon, CA 92021 United States	Water Pollution Control Plan	1756161	1000037165	\$600.00	ELBE,SDB
<b>T.L. Scanlan Construction</b> 2308 Shaylene Way,Alpine, CA, 91901 Alpine, CA 91901 United States	Demolition and Excavation - SLBE	757925	1000007642	\$405,987.00	CADIR,CAU,ELBE,M ALE,PQUAL
<b>Surety Associates of Southern California</b> 5360 Jackson Drive #208 La Mesa, CA 91942 United States	Bonding - (SLBE)	10WI0081	0000000000	\$37,000.00	ELBE
<b>RAT Sand and Materials</b> 841 Turquoise Street Suite F-506 San Diego, CA 92109 United States	Truck Hauling and Dumping	B2008031992	0000000000	\$313,132.00	ELBE
<b>Statewide Stripes, Inc.</b> PO BOX 600710 San Diego, CA 92160 United States	Striping and Signage	788286	100001334	\$26,000.00	

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Portillo Concrete Inc - Unit Price	Portillo Concrete Inc - Line Total
1	Main Bid	237310	Concrete Panel Replacement	300-1.4	CY	7800	\$250.00	\$1,950,000.00
2	Main Bid	237310	Unclassified Excavation	300-2.9	CY	1000	\$38.00	\$38,000.00
3	Main Bid	237310	Class 2 Aggregate Base	301-2.4	TONS	800	\$52.00	\$41,600.00
4	Main Bid	237310	Raise Appurtenance to Grade (Water)	301-1.7	EA	40	\$500.00	\$20,000.00
5	Main Bid	237310	Raise Appurtenance to Grade (Sewer)	301-1.7	EA	20	\$500.00	\$10,000.00
6	Main Bid	237310	Reconstruct Survey Monument Box	301-1.8.1	EA	8	\$1,000.00	\$8,000.00
7	Main Bid	237310	PCC Curb Ramps - Large	303-5.10.2	EA	28	\$3,100.00	\$86,800.00
8	Main Bid	237310	PCC Curb Ramps - Small	303-5.10.2	EA	2	\$3,100.00	\$6,200.00
9	Main Bid	237310	Contractor Date Stamps and Impressions	303-5.9	EA	5	\$200.00	\$1,000.00
10	Main Bid	237310	Remove and Replace Existing Sidewalk	303-5.9	SF	300	\$15.00	\$4,500.00
11	Main Bid	237310	Remove and Replace Curb and Gutter	303-5.9	LF	700	\$40.00	\$28,000.00
12	Main Bid	237310	PCC Alley Apron or Residential Driveways	303-5.9	SF	550	\$15.00	\$8,250.00
13	Main Bid	237310	PCC Meter Box w/ Cover or Pull Box w/Cover - Replace damaged	303-5.9	EA	5	\$500.00	\$2,500.00
14	Main Bid	561730	Small Tree Removal & Disposal (< 24" trunk diameter)	801-9	EA	1	\$4,000.00	\$4,000.00
15	Main Bid	237310	Remove, Replace & Install Traffic Striping, Markers, Markings, & Devices	314-5.7	LS	1	\$40,000.00	\$40,000.00
16	Main Bid	237990	WPCP Implementation	7-8.6.4.2	LS	1	\$1,000.00	\$1,000.00
17	Main Bid	541330	WPCP Development	7-8.6.4.2	LS	1	\$2,000.00	\$2,000.00
18	Main Bid	237310	Traffic Control Including Plans	601-6	LS	1	\$40,000.00	\$40,000.00
19	Main Bid		Field Orders (EOC Type II)	9-3.5	AL	1	\$200,000.00	\$200,000.00
20	Main Bid	524126	Bonds (Payment and Performance)	2-4.1	LS	1	\$37,000.00	\$37,000.00
21	Main Bid	237310	Pedestrian Barricade	701-2	EA	11	\$600.00	\$6,600.00
							<b>Subtotal</b>	<b>\$2,535,450.00</b>
							<b>Total</b>	<b>\$2,535,450.00</b>