# City of San Diego

CONTRACTOR'S	NAME:
ADDRESS:	
TELEPHONE NO.	FAX NO.:
CITY CONTACT:	Ikhlass Shamoun, 2781 Caminito Chollas, MS 44, San Diego, CA 92105-5039
_	ishamoun@sandiego.gov, Phone No.: 619-527-7511, Fax No.: 619-527-7430
-	BD/LS/CA



# CONTRACT DOCUMENTS

## **FOR**

# VERMONT STREET PEDESTRIAN BRIDGE PAINT RESTORATION

VOLUME 1 OF 2

BID NO.:	K-13-5721-DBB-2-B	
SAP NO. (WBS/IO/CC):	11002527	
CLIENT DEPARTMENT:	2116	
COUNCIL DISTRICT:	3	
PROJECT TYPE:	IB	

### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

> THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

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

For City Engineer

7/12/12 Date

Seal:

### 

The 2010 edition of the City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK") now contains the following distinct Contract Documents:

- 1) Equal Opportunity Contracting Program Requirements This Contract Document sets forth the standard requirements for the City's equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.
- 2) City Supplement The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction ("The GREENBOOK"), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

Certain parts of the City Supplement have been highlighted in yellow for the convenience of the users only and shall not affect the interpretation of the Contract.

To obtain The GREENBOOK contact the publisher at: <a href="http://www.bnibooks.com">http://www.bnibooks.com</a>

The WHITEBOOK is available only in electronic format under Engineering Documents and References at: http://www.sandiego.gov/engineering-cip/

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### REQUIRED DOCUMENTS SCHEDULE

The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at: <a href="http://www.sandiego.gov/eoc/forms/index.shtml">http://www.sandiego.gov/eoc/forms/index.shtml</a>

ITEM	WHEN	BY	WHAT
1.	BID DUE DATE/TIME	ALL BIDDERS	Proposal (Bid)
2.	BID DUE DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID DUE DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID DUE DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID DUE DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS	ALL BIDDERS	SLBE-ELBE Good Faith Documentations
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS	ALL BIDDERS	Proof of Valid DBE-MBE-WBE- DVBE Certification Status e.g., Certs.
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.

### REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN	ВУ	WHAT
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted:  • Joint Venture Agreement • Joint Venture License
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance
20.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC20 - Monthly Employment Report
21.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC25 - Monthly Invoicing Report
22.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC10 - Contract Change Order (CCO)
23.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC15 - Final Summary Report
24.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal

# SPECIAL NOTICE SMALL LOCAL BUSINESS ENTERPRISES (SLBE) AND EMERGING LOCAL BUSINESS ENTERPRISES (ELBE) PROGRAM

- **1. INTRODUCTION.** This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOCP Requirements included in The WHITEBOOK.
  - **1.1.** The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.
- 2. AMENDMENTS TO THE CITY'S GENERAL EOCP REQUIREMENTS.
  - III. Equal Employment Opportunity Outreach Program (A). DELETE in its entirety and SUBSTITUTE with the following:
    - A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
- 3. AMENDMENTS TO THE CITY'S EOCP SLBE-ELBE REQUIREMENTS.
  - VIII. Subcontracting Efforts Review and Evaluation (2b)). DELETE in its entirety and SUBSTITUTE with the following:
    - b) "Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for bids or proposals for a minimum of 10 Working Days before the Bid or Proposal due date."
  - VIII. Subcontracting Efforts Review and Evaluation (3) and (4). DELETE in its entirety and SUBSTITUTE with the following:
    - 3. Good Faith Effort Documentation Requirements

If the stated SLBE-ELBE subcontractor participation percentages are not met, the Bidder shall submit, within 3 Working Days of the Bid opening, information necessary to establish adequate good faith efforts were taken to meet the contract subcontractor participation percentages. The required documentation includes the following:

A. SLBE-ELBE WRITTEN SOLICITATION REQUIREMENTS

Bidders must solicit SLBE-ELBE firms on the City's approved SLBE-ELBE list. Solicitations for subcontract/vendor work must comply with the following requirements:

- 1. The solicitation must be project specific, dated and include bid number and project name. Solicitations must be made to the SLBE-ELBE firms at least 10 business days prior to bid opening.
  - 1.1. Broadcast solicitation is acceptable.
- 2. Solicitation must state which items or portions of work the bidder is requesting subcontractor/vendor pricing.
  - 2.1 It is the bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE participation percentage was made available to SLBE-ELBE firms. The bidder should make as many items of work available as possible to meet the SLBE-ELBE participation percentage, and at a minimum an amount of work equal to the SLBE-ELBE participation percentage. If necessary to reach the SLBE-ELBE participation percentage, the work should include those items normally performed by the bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
- 3. Solicitation must state that plans and specs are available at no cost to interested SLBE-ELBE firms and how to obtain them.
- 4. Solicitations must state that assistance is available from the bidder for SLBE-ELBE firms in obtaining necessary equipment, supplies, or materials.
- 5. Solicitations must state that assistance is available from the bidder for SLBE-ELBE firms in obtaining bonding, lines of credit or insurance.
- 6. Bidder must solicit *ALL* City of San Diego Certified SLBE-ELBE firms who have the NAICS code for the subcontractor/vendor work sought by the general contractor.
  - 6.1. Bidders are not required to contact SLBE-ELBE firms that are noted as "General Contractor Only Does not provide services as a subcontractor" in the PRISM compliance database or on the listing provided on the City website.
- 7. Bidders must provide copies of *ALL* solicitations with one of the following forms of verification *that the solicitations were sent:* a) If mailed: provide copies of the metered envelopes or certified mail receipts b) If faxed: provide copies of the fax transmittal confirmation sheet(s) c) If emailed: provide copies of the email delivery confirmation sheet(s). No credit shall be given for error messages, busy, cancelled, undeliverable, etc.
  - 7.1. When utilizing broadcast method bidder must clearly identify SLBE-ELBE firm on verification documentation submitted with GFE.

### B. SLBE-ELBE WRITTEN SOLICITATION FOLLOW UP REQUIREMENTS

Bidders must follow-up with all SLBE – ELBE firms that were notified of the subcontracting/vendor opportunities to determine their level of interest and commitment to bid the project. When following up with the SLBE – ELBE firms, the bidder must do the following:

- 1. Follow up communications must start no less than 5 business days prior to bid opening.
- 2. Bidders must make at least three follow-up telephone calls to each SLBE ELBE firm.
  - 2.1. Bidders are not required to make and/or may stop making follow-up telephone calls once the SLBE-ELBE firm has provided written verification accepting or declining to bid the project. Written verification from SLBE-ELBE firm must be project specific.
  - 2.2. Bidders must provide copy of written verification received from SLBE-ELBE firms with Good Faith Effort documentation.
  - 2.3. Submit a telephone log, as proof of telephone calls, with the following requirements: project name, name of person making the phone call, name of firm contacted, contact person's name, date of call, time of call, and details of conversation.

### C. SUBCONTRACT AWARD SUMMARY

Bidders must act in good faith with interested SLBE-ELBE firms and may only reject bids for legitimate business reasons. The bidder must submit the following documentation:

- A DETAILED summary sheet which includes bid item number, scope of work, subcontractor/vendor name, bid amount, certification type, subcontractor/vendor selection and reason for selection / non-selection of all the subcontractors/vendors that responded.
- 2. Copies of all subcontract/vendor bids received including bids for areas of work that were not included in the outreach and bids from both certified and non-certified subcontractors/vendors. If the Bidder decides to Self-Perform a scope of work, the Bidder MUST submit a detailed bid to show that the Bidder's price is competitive to the price of the subcontractors/vendors that responded to outreach efforts. All verbal bids MUST be substantiated by corresponding written bid from subcontractors/vendors.

### D. OUTREACH ASSISTANCE REQUIREMENTS

Written notice of subcontractor/vendor opportunities must be forwarded to local organizations or groups to assist with outreach efforts. When

- contacting local organizations or groups, the Bidder <u>must do</u> the following:
- 1. Contact a minimum of 5 local organizations or groups to provide assistance in contacting, recruiting and using SLBE-ELBE firms by written notice. For a listing of organizations or groups offering assistance, please visit the City of San Diego Equal Opportunity Contracting home page at <a href="http://www.sandiego.gov/eoc/">http://www.sandiego.gov/eoc/</a>
- 2. Written notice must indicate the date of the notice and name of the local organization or group. Written notices must be forwarded to the organizations or groups at least 10 business days prior to bid opening.
- 3. Written notice must state which items or portions of work the bidder is requesting subcontractor/vendor pricing.
  - 3.1. It is the bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE participation percentage was made available to SLBE-ELBE firms. The bidder should make as many items of work available as possible to meet the SLBE-ELBE participation percentage, and at a minimum an amount of work equal to the SLBE-ELBE participation percentage. If necessary to reach the SLBE-ELBE participation percentage, the work should include those items normally performed by the bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
- 4. Written notice must state that plans and specs are available at no cost to interested SLBE-ELBE firms and how to obtain them.
- 5. Written notice must state that assistance is available from the bidder for SLBE-ELBE firms in obtaining necessary equipment, supplies, or materials.
- 6. Written notice must state that assistance is available from the bidder for SLBE-ELBE firms in obtaining bonding, lines of credit or insurance.
- 7. Bidders must provide copies of *ALL* notices with one of the following forms of verification that the notices were sent: a) If mailed: provide copies of the metered envelopes or certified mail receipts b) If faxed: provide copies of the fax transmittal confirmation sheet(s) c) If emailed: provide copies of the email delivery confirmation sheet(s). No credit shall be given for error messages, busy, cancelled, undeliverable, etc.
- **XI. Suppliers.** Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive,

and Allowance Bid Items (when shown by the City as Allowance – Type II in the Bid and Proposal forms) in the calculation. Allowance – Type I Bid Items are part of the Base Bid integral to the SOW.

- **4. SUBCONTRACTING PARTICIPATION PERCENTAGES.** The Bidders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all certified Subcontractors including SLBEs, ELBEs, DBEs, MBEs, WBEs, DVBEs and OBEs.
  - **4.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	1.0%
2.	ELBE participation	2.0%
3.	Total mandatory participation	3.0%

- **4.2.** For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive, and Allowance Bid Items (when shown by the City as Allowance Type II in the Bid and Proposal forms) in the calculation. Allowance Type I Bid Items are part of the Base Bid integral to the SOW.
- **5. PRE-BID CONFERENCE.** A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform Bidders of the submittal requirements and provisions relative to the SLBE Program. Bidders are strongly encouraged to attend the Pre-Bid Conference to better understand the Good Faith Effort requirements of this contract.
- **6. MANDATORY CONDITIONS.** Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions.
  - **6.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
  - **6.2.** Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Day of the Bid opening if the overall mandatory participation percentage is not met.
- **7. BID DISCOUNT.** This contract **is** subject to the Bid Discount program as described in The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2).
- **8. RESOURCES.** The current list of certified SLBE-ELBE firms can be found on the EOC Department website at <a href="http://www.sandiego.gov/eoc/">http://www.sandiego.gov/eoc/</a>

### CITY OF SAN DIEGO, CALIFORNIA

### **INVITATION TO BIDS**

1. RECEIPT AND OPENING OF BIDS: Bid(s) will be received at the Public Works Contracting Group at 1200 THIRD AVENUE, SUITE 200, SAN DIEGO, CA 92101 UNTIL 2:00 PM ON AUGUST 15, 2012 for performing work on the following project (Project):

### VERMONT STREET PEDESTRIAN BRIDGE PAINT RESTORATION

**2. DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

The Work shall include all materials, painting, clean-up, site inspection, waste and sand removal, masking to protect concrete, galvanized railings and other appurtenances. All paint shall be applied per manufacturer's specifications. All bridge components are subject to paint restoration and shall utilize the existing color scheme to ensure restoration is compatible with the existing structure.

The Work shall be performed in accordance with:

- Bid No. K-13-5721-DBB-2-B, inclusive.
- **3. ENGINEER'S ESTIMATE:** The Engineer's estimate of the most probable price for this contract is \$390,000.00.
- **4. LOCATION OF WORK:** The location of Work is Citywide unless specified otherwise as follows:

### **Vermont Street between Pascoe Street and Washington Street**

- **5. CONTRACT TIME:** The Contract Time for completion of the Work shall be **40 Working Days.**
- **CONTRACTOR'S LICENSE CLASSIFICATION**: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

The City has determined the following licensing classification(s) for this contract:

Option	Classification(s)
1	CLASS A
2	CLASS C33

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

7. PRE-BID CONFERENCE: There will be a Pre-Bid Conference to discuss the scope of the Project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1200 Third Avenue, Suite 200, San Diego, CA 92101 at 10:00 A.M., on JULY 26, 2012.

All potential bidders are encouraged to attend.

To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619)236-6000 at least 5 Working Days prior to the Pre-Bid Conference to ensure availability.

- **8. CITY PROJECT MANAGER CONTACT INFORMATION:** See the cover of the Contract Documents.
- **9. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

#### 1. STANDARD SPECIFICATIONS

Document No.	Filed	Description	
PITS0504091	05-04-09	Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition	
PITS090110-1	09-01-10	City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update *	
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)	
769023	09-11-84	Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause	

NOTE: The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

### 2. STANDARD DRAWINGS

Document No.	Filed	Description
AEC1230163	12-31-06	City of San Diego Standard Drawings*
N/A	Varies	City Standard Drawings - Updates Approved For Use (when specified)*
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans

NOTE: \*Available online under Engineering Documents and References at: http://www.sandiego.gov/engineering-cip.

- 10. WAGE RATES: Prevailing wages are not applicable to this project <u>unless specified</u> otherwise on the cover page of these <u>specifications</u> and <u>when included in these specifications</u>. See Funding Agency Provisions that follow this Invitation to Bid for more information.
- 11. **INSURANCE REQUIREMENTS:** Upon receipt of the City's Notice of Intent to Award letter, the Contractor will be asked to submit all certificates of insurance and endorsements to the City.

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.

You must ensure all required insurance certificates and endorsements are submitted accurately and on time. Failure to provide the requisite insurance documents by the date stated in the City's Notice of Intent to Award will result in delay of contract award and may result in annulment of the contract award or other more severe sanctions as provided in the City's Municipal Code §22.0807(e),(3)-(5).

Tony Heinrichs Director Public Works Department

### INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS: The contractor(s) who intend to submit Bid or Proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for total amount proposed, inclusive of all alternate bid items or the specified Task Order limits prior to the date of Bid submittal.

Bids from contractors who have not been pre-qualified as applicable, and Bids that exceed the maximum dollar amount at which contractors are pre-qualified, will be deemed **non-responsive** and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml

The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

- 2. CONTRACTOR REGISTRATION: Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- 3. CITY'S RESPONSES AND ADDENDA: The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 4. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Invitation to 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 Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- **5. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- **6. SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
- **7. AWARD PROCESS:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007.

If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- **8. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- 9. AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website: <a href="http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml">http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml</a>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
- 10. QUESTIONS: Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to eBidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents for Minor Construction contracts).

The Director (or designee), Public Works Department is the officer responsible for opening, examining, and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, EOCP information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to the Contract Administration, Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

Questions received less than 14 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any addenda that have been issued and to include all such information in its Bid.

- 11. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 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.
- **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.

**PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

The entire specifications for the bid package do not need to be submitted with the bid. Bidder shall complete and submit, only, all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid.

The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

Bids and certain other specified forms and documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

### 14. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):

With the exception of the contracts valued \$5,000 or less, GRC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

A Bid received without the specified bid security will be rejected as being **non-responsive**.

### 15. AWARD OF CONTRACT OR REJECTION OF BIDS:

- a) This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.
- b) The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.

- c) Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- d) A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- e) The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- f) Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Invitation to Bids.
- g) The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.
- **BID RESULTS:** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Due to time constraints, Bid results cannot be given out over the telephone.

17. THE CONTRACT: 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 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working 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.

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.

For contracts that are not Design-Build, 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 10 Working 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.

The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal 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.

### 19. DRUG-FREE WORKPLACE:

### a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

### b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

### c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace.
  - ii. The person's or organization's policy of maintaining a drug-free workplace.
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
  - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Contract Specialist, Public Works Contracting Group.

### 20. AMERICANS WITH DISABILITIES ACT:

a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

### b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

- c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.
  - i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
  - ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
  - iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.
- 21. CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE: This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor\_standards\_questionnaire.pdf.

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3224: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 ("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."

**22. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL:** The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

http://www.sandiego.gov/eoc/laborcompliance/#manual.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.

23. PAYROLL RECORDS: The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

- **24. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§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.
- **EQUAL BENEFITS:** This Contract Is Subject To The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 Of The San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

"During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners."

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

**26. LIMITED COMPETITION:** Contracts designated with a Bid number beginning with "L" may only be bid by the Contractors on the approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration go to the City's web site: <a href="http://www.sandiego.gov">http://www.sandiego.gov</a>.

### 27. PRE-AWARD ACTIVITIES:

<u>Pre-award Submittals</u> - The Apparent Low Bidder (or winner in case of Design-Build contracts) shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

# CONTRACT FORMS AGREEMENT

### **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>PALM ENGINEERING CONSTRUCTION CO., INC.</u>, herein called "Contractor" for construction of <u>Vermont Street Pedestrian Bridge Paint Restoration</u>, Bid Number <u>K-13-5721-DBB-2-B</u>, in the amount of <u>FOUR HUNDRED EIGHTY NINE THOUSAND DOLLARS AND 00/100 (\$489,000.00)</u>, 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) That certain documents entitled Vermont Street Pedestrian Bridge Paint Restoration, on file in the office of the Public Works Department as Document No. <u>11002527</u>, as well as all matters referenced therein.
- 2. 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 **Vermont Street Pedestrian Bridge Paint Restoration**, Bid Number **K-13-5721-DBB-2-B**, 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 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 FORMS (continued) AGREEMENT

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM AND LEGALITY
Print Name: Albert P. Rechany Program Manager	By Print Name: Kotherine A. Malcola Deputy City Attorney
Date: 9/26/2012	Date: 9/24/12
CONTRACTOR  By Sold Sold Sold Sold Sold Sold Sold Sold	
Print Name: Rasoul Shahberzi Title: President	
Date: 9/7/12	
City of San Diego License No.: B200 401	0181
State Contractor's License No.: 25343	0

#### DUPLICATE ORIGINAL

EXECUTED IN TRIPLICATE
BOND NO. 1000957089

BOND NO. 1000957089 PREMIUM: \$7,042.00

Premium is For Contract Term And is Subject To Adjustment Based On Final Contract Price

### CONTRACT FORMS (continued)

### PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

PALM ENGINEERING CONSTRUCTION & INC., a corporation, as principal, and U.S. SPECIALTY INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of FOUR HUNDRED EIGHTY NINE THOUSAND DOLLARS AND 00/100 (\$489,000.00) for the faithful performance of the annexed contract, and in the sum of FOUR HUNDRED EIGHTY NINE THOUSAND DOLLARS AND 00/100 (\$489,000.00) for the benefit of laborers and materialmen designated below.

### Conditions:

If the Principal shall faithfully perform the annexed contract <u>Vermont Street Pedestrian</u> <u>Bridge Paint Restoration</u>, Bid Number <u>K-13-5721-DBB-2-B</u>, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

JALIFORNIA ALL-PURPUSE ACI	VIACANTEDGIAIEIA I	No. 5193
State of California  County ofSAN_DIEGO	)	OPTIONAL SECTION  CAPACITY CLAIMED BY SIGNER  Though statute does not require the Notary to fill in the data below, doing so may prove
On 9/5/2012 before me,		invaluable to persons relying on the document.  INDIVIDUAL  CORPORATE OFFICER(S)
MICHELLE M. BASUIL COMM. #1862575 NOTARY PUBLIC CALIFORNIA SAN DIEGO COUNTY My Comm. Exp. AUG 24, 2013	tory 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 of Notary	PARTNER(S)   LIMITED   GENERAL    X ATTORNEY-IN-FACT   TRUSTEE(S)   GUARDIAN/CONSERVATOR   OTHER:  SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	OPTIONAL SECTION  TITLE OR TYPE OF DOCUMENT DATE OF DOCUMENT	
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.	SIGNER(S) OTHER THAN NAMED ABOVE ————————————————————————————————————	

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

SIGNER(S) OTHER THAN NAMED ABOVE

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

The Surety shall pay reasonable attorney's fbond.	ees should suit be brought to enforce the provisions of this	
Dated SEPTEMBER 5	,,2 012	
Approved as to Form and Legality	PALM ENGINEERING CONSTRUCTION COMPA  Principal  By  RASOUL SHAHBAZI, PRESIDENT  Printed Name of Person Signing for Principal	NY, INC.
Jan I. Goldsmith, City Attorney		
By Deputy City Attorney 24 12	U.S. SPECIALTY INSURANCE COMPANY Surety  A. (1) A. (2)	
4 .	MARK D. IATAROLA, Attorney-in-fact	
Approved:	601 SOUTH FIGUEROA STREET, SUITE 170  Local Address of Surety	jo
Sy W W W	LOS ANGELES, CA 90017	
Albert P. Rechany Program Manager	Local Address (City, State) of Surety	
•	310/649-0990	
	Local Telephone No. of Surety	
Premium Is For Contra And Is Subject To Adju Based On Final Contra	oct Term Ustment Premium \$ 7,042.00	
·	Bond No. 1000957089	







### POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John G. Maloney, Mark D. Iatarola or Helen Maloney of Escondido, California

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney in Fract may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings; including any and all consents for the release of retained percentages and/or-final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3<sup>rd</sup> day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals (Supposed Services)

PORME SEA

SS:



Daniel P. Aguilar, Vice President

County of Los Angeles

State of California

On this 3<sup>rd</sup> day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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 Galifornia that the foregoing paragraph is true and correct WITNESS my hand and official seal.

Signature

deburah reese

(Seal)

DESORAH REESE
Commission # 1926048
Notary Public - California
Los Angeles County
My Comm. Expires Mar 18, 2015

I, Jeannie-Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this <u>5TH</u> day of <u>SEPTEMBER</u>, 2012.

Corporate Seals

Bond No. <u>1000957089</u> Agency No. <u>4013</u>





Jeannie Lee, Assistant Secretary

### **CONTRACTOR CERTIFICATION**

### DRUG-FREE WORKPLACE

PROJECT TITLE: Vermont Street Pedestrian Bridge Paint Restoration

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 INSTRUCTION TO BIDDERS, "Drug-Free Workplace", of the project specifications, and that;
Palm Engineering Construction CD., (Name under which business is conducted)
(Name under which business is conducted)
has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.  Signed  Signed
Printed Name Ralson (Shahbazi
Title President

Inc.

### **CONTRACTOR CERTIFICATION**

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

PROJECT TITLE:	Vermont Street Pedestrian Bridge Paint Restoration
regarding the Ameri	I am familiar with the requirements of San Diego City Council Policy No. 100-4 can With Disabilities Act (ADA) outlined in the INSTRUCTION TO BIDDERS, sabilities Act", of the project specifications, and that;
Palm	Engineering Construction Co., Inc. (Dame under which business is conducted)
agreement for this p	ace program that complies with said policy. I further certify that each subcontract project contains language which indicates the subcontractor's agreement to abide the policy as outlined.
	Printed Name Rasoul Shah bazi  Title President

### **CONTRACTOR CERTIFICATION**

### CONTRACTOR STANDARDS - PLEDGE OF COMPLIANCE

PROJECT TITLE:	Vermont Street Pedestrian Bridge Paint Restoration
Contractor Standards as out	perjury that I am authorized to make this certification on behalf of wing Construction Co., Inc., as Contractor, that uirements of City of San Diego Municipal Code § 22.3224 regarding lined in INSTRUCTION TO BIDDERS ("Contractor Standards"), of the lat Contractor has complied with those requirements.
\$50,000 in value has comple	of the Contractor's subcontractors whose subcontracts are greater than eted a Pledge of Compliance attesting under penalty of perjury of having priego Municipal Code § 22.3224.
Dated this Day	y of Sept, 2012
	Signed
	Printed Name Rasoul Shah bazi
	Title President

### **AFFIDAVIT OF DISPOSAL**

<b>WHEREAS</b> , on the DAY OF,, the undersignerentered into and executed a contract with the City of San Diego, a municipal corporation, for:
Vermont Street Pedestrian Bridge Paint Restoration (Name of Project)
as particularly described in said contract and identified as Bid No. <u>K-13-5721-DBB-2-B</u> SAP No. (WBS/IO/CC) <u>11002527</u> and <b>WHEREAS</b> , the specification of said contract requires th Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and <b>WHEREAS</b> , 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,
Contractor
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
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
Affidavit of Disposal (Rev. June 2011)  Vermont Street Pedestrian Bridge Paint Restoration

### SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:

#### STYLE OF SPECIFICATIONS

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for "Plain Language" to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's." Similarly, interpret "we" and "us" as "the City" and "our" as "the City's."

### **PART 1 – GENERAL PROVISIONS**

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

### 1-2 TERMS AND DEFINITIONS.

**Agency** – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

**Contract Documents** – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bid, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City's EOCP Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bid or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk's Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

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**ADD**: **Limited Notice To Proceed** – A written notice given from the City to the Contractor that authorizes the Contractor to start a limited amount of work that is not Construction Work, such as finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, and any other preliminary work done prior to performing Construction Work.

**Notice of Completion (NOC)** – ADD the following:

See California Civil Code section 3093.

**Samples -** Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

**Normal Working Hours -** To the City Supplement, ADD the following:

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

**Certificate of Compliance** – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Certificate of Compliance – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

#### SECTION 2 - SCOPE AND CONTROL OF WORK

**2-1.2.2 Joint Venture Contractors.** To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

### **2-3.1.2 Subcontractor List.** ADD the following:

For Extra Work, the Contractor shall submit Form CC10, "CONTRACT CHANGE ORDER (CCO)" with each CCO proposal. Form CC10 is available for download from the EOCP site at: <a href="http://www.sandiego.gov/eoc/pdf/cc10.pdf">http://www.sandiego.gov/eoc/pdf/cc10.pdf</a>

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

The Contractor shall perform, with its own organization, Contract work amounting to at least **50 percent** of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

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### **2-3.3 Status of Subcontractors.** ADD the following:

With every request for payment, the Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under Change Order by the Contractor and the Subcontractors. The reporting format shall be approved by the Engineer.

### **2-3.4 Subcontract Requirements.** To the City Supplement, ADD the following paragraph:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

- **2-5.2 Precedence of Contract Documents.** To the Cit Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **2-5.2 Precedence of Contract Documents..** If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:
  - 1) Permits (i.e., issued by jurisdictional regulatory agencies)
  - 2) Change Orders and Supplemental Agreements; whichever occurs last
  - 3) Contract and Agreement
  - 4) Addenda
  - 5) Bid (e.g., price Proposal for Design-Build contracts)
  - 6) Request for Proposal (RFP)
  - 7) Invitation to Bid
  - 8) Instruction to Bidders
  - 9) Request for Qualifications (RFQ)
  - 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP))
  - 11) Plans
  - 12) Construction Documents (for Design-Build contracts)
  - 13) Standard Drawings
  - 14) Reference Specifications (e.g., GREENBOOK)
  - 15) Technical Proposal (for Design-Build contracts)
  - 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

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# **2-5.3.1 General.** DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

### **2-5.4.1 General.** ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

# **2-6 WORK TO BE DONE.** ADD the following:

In accordance with the provisions of California Law, the Contractor shall possess or require the Subcontractor(s) to posses valid appropriate license(s) for the Work being performed.

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

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

# **2-11 INSPECTION.** ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

**ADD: 2-17 CONTRACTOR REGISTRATION.** The Contractor, Subcontractors, and Suppliers shall register with the City's EOCP via Prism® i.e., the City's web-based contract compliance portal at: <a href="https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx">https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx</a>.

The Contractor shall ensure that proposed Subcontractors and Suppliers have completed the registration prior to Notice of Intent to Award. If the Contractor fails to have its Subcontractors and Suppliers registered after the NTP has been issued, the City will withhold a minimum of 10% in addition to the Retention from all invoices submitted until the Contractor and all listed Subcontractors and Suppliers are properly registered in PRISM.

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## **SECTION 3 – CHANGES IN WORK**

**3-3.2.2 Basis for Establishing Costs.** (a) Labor, To the City Supplement, first and second paragraphs, DELETE in their entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS PAYROLL REPORTING FORM" which is available at <a href="http://www.sandiego.gov/eoc/pdf/payrollreport.pdf">http://www.sandiego.gov/eoc/pdf/payrollreport.pdf</a> to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

### **SECTION 4 - CONTROL OF MATERIALS**

# **4-1.3.1 General.** First paragraph, ADD the following:

Other standard items or materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Special Provisions. For a list of these items or materials, the Contractor may refer to the Contract Documents.

# **4-1.3.5 Special Inspections.** To the City Supplement, ADD the following:

Special Inspection and testing by the Special Inspectors shall meet the minimum requirements of the prevailing Codes and by the City's Development Services Department (DSD) and reference in <a href="http://www.sandiego.gov/development-services/industry/special.shtml">http://www.sandiego.gov/development-services/industry/special.shtml</a>

**4-1.5 Certificates of Compliance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

## **4-1.5 Certificates of Compliance.** DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

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**4-1.6 Trade Names or Equals.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

# ADD the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its list of proposed substitutions for "an equal" ("or equal") item(s) no later than 5 Working Days after the determination of the Apparent Low Bidder and on a City form when provided by the City.
- b) The request for substitution shall include the following information:
  - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
  - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
  - iii. All variations of the proposed substitute from the items originally specified will be identified.
  - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
  - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City's review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor's expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
- f) The lack of action(s) on the Engineer's side within the Contractor's requested time shall not constitute acceptance of the substitution.
- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.
- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- l) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

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### SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

**6-1.2 Commencement of Work.** To the GREENBOOK and the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Unless specified otherwise, construction shall start within 5 Working Days after NTP and be diligently prosecuted to completion within the Contract Time. The Contractor shall not start any construction activity at the Site until the Pre-construction Meeting is held and the NTP has been issued by the Engineer.

Upon the Contractor's written request, the City may delay the NTP as follows:

- a) Up to 5 Working Days from the Pre-construction Meeting, or
- b) Up to 40 Working Days from the Limited NTP for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL," or
- c) Up to 60 Working Days from the Limited NTP for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."

The Contractor shall notify SDG&E at least 10 Working Days prior to excavating within 10' of SDG&E Underground High Voltage Transmission Power Lines (i.e., 69 KV and higher).

For areas that do not require engineered TCP on D-sheets, the Contractor may at any time after the Pre-construction Meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If the Contractor decides to commence the construction work before the completion of the D-sheet TCPs, the Contractor shall forfeit the 60 Working Days specified here. The D-sheet TCP shall be done concurrently and no additional time will be granted.

For paving Work, the Contractor shall coordinate the Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and the Engineer.

**ADD: 6-1.8 Pre-construction Meeting.** Within 20 Working Days from the Limited NTP the Engineer will schedule a mandatory pre-construction meeting (Pre-construction Meeting) with the Contractor. The agenda will include items such as NTP, design services and submittal and review process for Design-Build contracts, critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

# **6-2.1 Moratoriums.** To the City Supplement, ADD the following:

No Work shall be allowed in the areas where there is currently a moratorium issued by the City.

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- **ADD: 6-8.1 Completion.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **6-8.1 Completion.** The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.
- **6-8.2 Acceptance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **6-8.2 Acceptance.** Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.
- **6-8.3 Warranty.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
- **6-8.3 Warranty.** Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.
  - a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
  - b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
  - c) The warranty period for the following items of the Work shall be 3 years:
    - 1. Work under Section 500 (requires Long Term Warranty Contract (LTWC))
    - 2. DWT Construction (requires manufacturer's warranty)
    - 3. LED signal modules (requires manufacturer's warranty)
  - d) Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
  - e) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
  - f) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
  - g) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
  - h) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the

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- Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- i) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- j) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- k) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

**6-9 LIQUIDATED DAMAGES.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

MODIFY to increase the daily value from \$250 to \$1,000 for contracts with a value of over \$100,000.

#### SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

#### ADD: 7-3.1 Policies and Procedures.

- a) You must procure the insurance described below, at your 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.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- e) Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

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# ADD: 7-3.2 Types of Insurance.

### 7-3.2.1 Commercial General Liability Insurance.

- a) Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- b) The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- c) There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- d) All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

## 7-3.2.2 Commercial Automobile Liability Insurance.

- a) You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
- b) All costs of defense must be outside the limits of the policy.
- **ADD:** 7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Eligible Surplus Lines Insurers (LESLI list).

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

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

# ADD: 7-3.5 Policy Endorsements.

## 7-3.5.1 Commercial General Liability Insurance

### 7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
  - 1. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) Your products, (c) Your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
  - 2. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) Your products, or (c) premises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of the Contractor's insurance and must not contribute to it.
- **7-3.5.1.3 Project General Aggregate Limit.** The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

# 7-3.5.2 Commercial Automobile Liability Insurance.

**7-3.5.2.1 Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

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- **ADD:** 7-3.6 Deductibles and Self-Insured Retentions. You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **ADD:** 7-3.7 Reservation of Rights. We reserve 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. We 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.
- **ADD: 7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- **ADD:** 7-3.9 Excess Insurance. Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- **7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

# 7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

- a) In accordance with the provisions of §3700 of the California Labor Code, you must provide at its 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.
- b) Limits for this insurance must be not less than the following:

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

- c) By signing and returning this contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you will comply with such provisions before commencing the Work as required by § 1861 of the California Labor Code.
- **7-4.1.1 Waiver of Subrogation.** The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.
- **7-5 PERMITS, FEES, AND NOTICES.** To the City Supplement, DELETE item e) in its entirety.

### **7-8.6 Water Pollution Control.** ADD the following:

a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.

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- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

Based on a preliminary assessment by the City, this contract is subject to WPCP].

# **7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.** ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, "CHANGES IN WORK."

**7-10.1 Traffic and Access.** To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

Fire Department Dispatch	(Street or alley closure)	(858) 573-1300
Police Department Traffic	(Street or alley closure)	(858) 495-7800
Street Division/Electrical	(Traffic signals)	(619) 527-7500
U.S. Navy	(32nd Street Naval Station)	(619) 556-1319
Underground Service Alert	(Any excavation)	(800) 422-4133
MTS	(Street Closure and Bus Stops)	(619) 238-0100 Ext 6451

# **7-10.6 Traffic Plate Bridging.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.

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c) For the minimum thickness of plates refer to Table 7-10.6(A):

Table 7-10.6(A) - Trench Width / Minimum Plate Thickness

Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 1/4" (32 mm)

For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the Engineer.

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
  - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
  - ii. Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.

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i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

### **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

**8-2 FIELD OFFICE FACILITIES.** To the City Supplement, DELETE in its entirety.

### **PART 3 – CONSTRUCTION METHODS**

### **SECTION 310 - PAINTING**

**310-2.5.2 Methods.** ADD the following:

Sandblast all steel (excluding the galvanized underside) to a SSPC SP10 blast.

**310-5.1 Paint.** ADD the following:

For this contract, the following shall apply: The contractor shall sandblast all appropriate steel components of the bridge to a minimum SSPC-SP 10 standard, prime the structure with an inorganic zinc coating such as Zinc Clad II Plus or equal, and paint a topcoat using a low VOC, moisture curing urethane such as Corothane Aliphatic B65 or equal. Topcoat color shall be CCDC Blue.

**310-5.1.4 Payment.** DELETE in its entirety and SUBSTITUTE the following:

All work, materials, clean up, waste, sand removal, and all masking to protect concrete, galvanized underside, and railing shall be included in the lump sum bid item for "Paint bridge w/ CCDC Blue"

### ADD: PART 8 – ENVIRONMENTAL WORKS

### **SECTION 807 – RESOURCE DISCOVERIES**

**ADD: 807-1.1 Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **Notice of Exemption** for **Vermont Street Pedestrian Bridge Restoration Project,** Project No. **IO** #110002527, as referenced in the Contract Appendix.

## END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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# APPENDIX A

# NOTICE OF EXEMPTION

#### NOTICE OF EXEMPTION

	OF EXEMPTION	
(Check one or both) TO: X RECORDER/COUNTY CLERK P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422	FROM:	CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101
OFFICE OF PLANNING AND RESEARCH 1400 TENTH STREET, ROOM 121 SACRAMENTO, CA 95814		
PROJECT No.: IO #110002527  PROJECT LOCATION-SPECIFIC: Above-ground pedestrian by Washington Street in the Uptown Community Plan area.  PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF components of the bridge to a minimum of SSPC SP10 blas polyurethane. The proposed color is CCDC blue for the brinclude scaffolding in dirt areas only which would connective vegetation. Access for the bridge work would also be done or from the right-of-way to lift workers to the bridge when protective enclosure (shrink wrap) for the entire bridge in o surrounding area. In addition, materials, clean-up and site ir removal and all masking to protect concrete, galv, and railina applied per manufacturer's specifications. All bridge compolor scheme to ensure restoration is compatible with the expractices (BMPs) would be implemented during construction supervision of the City Arborist. There would be no soil diswithin an urban developed area, and no sensitive vegetation any government code listing of hazardous waste sites.  NAME OF PUBLIC AGENCY APPROVING PROJECT: City of Schame of Person or Agency Carrying Out Project: Second Avenue, Suite 1200 (ms 612),, San Diego, CA 9210	PROJECT: The project st, prime inorganic zin idge underside, which ing to exiting bridge st utilizing mechanized conducting work, when order to prevent particle inspection reports by congs, and other appurted ponents are subject to painting structure. Traffon. Any street tree alto sturbance proposed win would be affected or an Diego City of San Diego, Publication, and proposed with the sturbance proposed with the sturb	et would sandblast all appropriate steel ac, prime two-part epoxy, and paint the liner is similar to the existing color. Work shall tructure, and would not remove existing lift with basket equipment from the bridge itself en appropriate. Work would also include a es from escaping into the atmosphere or QPL inspectors would occur. Waste, sand mances would be included. All paint is to be paint restoration and would utilize the existing fic controls measures and Best Management erations and/or trimming would be done under the th the restoration activity itself, and the project is removed. The project location is not included on
EXEMPT STATUS: (CHECK ONE)  ( ) MINISTERIAL (SEC. 21080(b)(1); 15268);  ( ) DECLARED EMERGENCY (SEC. 21080(b)(3); 15269;  ( ) EMERGENCY PROJECT (SEC. 21080(b)(4); 15269;  (X) CATEGORICAL EXEMPTION: 15301 (EXISTING FACE)  ( ) STATUTORY EXEMPTIONS:	(b)(c))	
REASONS WHY PROJECT IS EXEMPT: The City of San Diego activities are located within the public right of way, and res Implementation of the project will be carried out in an mant this project and the scope would not have any affects on arc criteria set forth in CEQA Section 15301 which allows for the CEQA Section 15300.2 would not apply.	storation activities occurrent which precludes in chaeological or biolog	ur on an existing bridge structure.  mpacts to air quality. The improvements related to ical resources. Furthermore the project meets the
LEAD AGENCY CONTACT PERSON: JEAN CAMERON	<u>T</u> )	ELEPHONE: (619) 446-5379
IF FILED BY APPLICANT:  1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FIN  2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE  ( ) YES ( ) NO	PUBLIC AGENCY APPRO	
IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS	DETERMINED THE ABO	VE ACTIVITY TO BE EXEMPT FROM CEQA
SIGNATURE/TITLE CHECK ONE:		DATE
(X) SIGNED BY LEAD AGENCY Revised March 9, 2012mjh	DATE RECEIVED F	OR FILING WITH COUNTY CLERK OR OPR:

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# APPENDIX B

# FIRE HYDRANT METER PROGRAM

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

# 1. PURPOSE

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

# 2. **AUTHORITY**

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

### Reference

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

# 3. **DEFINITIONS**

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

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

# 4. **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 reinstallation.
- 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
- 13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
- 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 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

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**

- 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. Theses deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

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

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

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

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

# 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

City of San Diego Applica	tion For Fire	(EXHIBIT A)	) For Office Use Only  WS Rect   Fac #   Fac #
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ire Hydrant Location: (Attach det	alled map, Thomas Bro	s. map location or c	onstruction drawing.)
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pecific Use of Water:			
ny return to Sewer or Storm Drain	n, if so, explain:	•	•
		1000	
stimated Duration of Meter Use:		÷	Check Box if Reclaimed Water
Company Information			
Company Name:			~
Nailing Address	:		
City:	State:	Zip Code:	Phone: ( )
Business License #:		*Contractor Lice	ense #:
A copy of the Contractor's License and	Vor Business License is re	quired at the time of m	eter Issuance.
Name and Title of Agent:			Phone: ( )
Site Contact Name and Title:	- it willings	7-1-1 VI W.	Phone: ( )
Pager#:	1.1. my 8 m - 20m		Cell: ( )
Responsible Party Name:		ay a signatura dan dan terretakan terretakan terretakan terretakan terretakan terretakan terretakan terretakan	Title:
Social Security or Cal ID #:			Phone: ( )
	19 41		
Signature:			Date:
Guarantees payment of all charges resulting Iron	m the use of this meter. Insures t	hat employees of this organia	zation understand the proper use of Fire Hydrant Meter.
Fire Hydrant Mete	er Removal I	Reauest	
		-	ted Removal Date:
Check Box to Request Rea Provide current Meter location if of		770450	
Provide current weter location in	imerent nom above.		
0'		(mu	Date:
Signature:		Title:	Date.
Phone: ( )		Pager: (	)
		011 11 0 :	
City Meter Priva	For te Meter	Office Use Only	
	<b>建</b> 表了可能的基础		
CIS Account #:		Deposit Amount	\$ Fees Amount: \$
Meter Serial #:		Meter Size:	_ Meter Make & Style: -
Backflow #:		Backflow Size:	Meter Make & Style:
Name:		Signature:	Date:

\$1,108.45 - FOR 24 HR INSTALLATION \$1,052.26 - FOR 48 HR INSTALLATION FHM App Created: 11/2/00-htp

### "Exhibit B"

## CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO 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 Seeding Irrigation (for establishing irrigation only; not continuing irrigation) Mixing Concrete Mobile Car Washing Special Events Street Sweeping Water Tanks Water Trucks Window Washing

Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

# "Exhibit C"

•	•
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 #, locate ends in 60 days and will be removed on or after (Date authorization expi additional 90 days must be submitted in writing for consideration 30 days you require an extension, please refer to the Water Departments', Depart further information and procedure.	res). Extension requests for an prior to the discontinuation date. I
Mail your request for an extension to:	
City of San Diego, Water Department Attn: Meter Services 2797 Caminito Chollas San Diego, Ca. 92105-5097	
Should you have any questions regarding this matter, please call the Fire $\frac{xxxx}{x}$ .	Hydrant "Hot Line" at: (xxx) xxx-
Sincerely,	
City of San Diego Water Department	

City of San Diego Fire Hydra  Department Relocate/F	
Date:	Instruct to (xxx) Deparm
Meter Information	Берапп
Billing Account #:	
Current Fire Hydrant Meter Location:	
New Meter Location: (Attach a detailed	map, Thomas Bi
Company Information	
Company Name:	
Mailing Address	
City:	State:

(EXHIBIT D)

For Office	Use Only
NS Req:	FHM Fac #:
Date	By

Department Relocate/Re	moval R	equest	Date	By
Date:	to (xxx) xx	x-xxxx, mail, or ha	ent information then nd-deliver to the City 2707 Caminito Choli	FAX both form and map of San Diego, Water
Meter Information			San Diego, CA	
Billing Account #:		Requested Mo	ove Date:	
Current Fire Hydrant Meter Location:		<del></del>		
New Meter Location: (Attach a detailed ma	p, Thomas Bros	map location or co	onstruction drawing.	)
			• •	•
Company Information				
Company Name:				
Mailing Address	· · · · · · · · · · · · · · · · · · ·			
City is	los-s-	Te: 5 (	[Dt	
City:	State:	Zip Code:	Phone: ( )	
Name and Title of Requestor:			Phone: ( )	
Site Contact Name and Title			Phone: ( )	The second secon
Pager #:			Cell : ( )	on the second
Responsible Party Name authorizing reloca	tion fee:			
Signature:			l Data	•
Signature.	Title:	•	Date:	
Fire Hydrant Meter Rei	noval Re	equest		
Check Box to Request Removal of A		_	d Removal Date:	
Provide current Meter location if different fro			· · · · · · · · · · · · · · · · · · ·	
Signature:		Title:		Date:
Phone: ( )		Pager: ( )		
CIS Account #:		ce Use Only		
	Fe	es Amount: \$		THE CONTRACT OF THE CONTRACT O
Meter Serial #:		Size:	Make/Style	
Backflow #:	erg falet i englis	Size:	Make/Style	

Signature:

FHM Relocate\_Removal Form

FHM App Created: 11/2/00-htp

Date:

# APPENDIX C

# SAMPLE CITY INVOICE

City of	San Diego, Field Engineering Div	., 9485 Aero	Drive,	SD CA 92123		Contracto	or's Name:	:			
Project Name:					Contractor's Address:						
SAP No. (WBS/IO/CC)						Contractor 5 (144) C55.					
	rchase Order No.					Contract	or's Phone	#:		Invoice No.	
	Resident Engineer (RE):									Invoice Date:	
RE Pho	one#:					Contact Name: Billing P				eriod:  Totals to Date	
Item #	Item Description	TI24		ct Authorizat			Estimate Amount		stimate	% / QTY	
1	2 Parallel 4" PVC C900	Unit LF	<b>Qty</b> 1,380	<b>Price</b> \$34.00	<b>Extension</b> \$46,920.00		Amount	% / Q1 Y	Amount	% / Q1 Y	Amount
	48" Primary Steel Casing	LF	500								
	2 Parallel 12" Secondary Steel	LF	1,120	·							
	2 Taraner 12 Becondary Steel		1,120	Ψ33.00	ψ37,300.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
	Demo	LS	1	\$14,000.00	\$14,000.00						
-	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00							
8	10" Gravity Sewer	LF	10								
9	4" Blow Off Valves	EA	2		\$19,600.00						
	Bonds	LS	1	\$16,000.00	\$16,000.00						
	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500		\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500								
	Certified Payroll	LS	1		\$1,400.00						
12	CHANGE ORDERS	Lis	1	\$1,400.00	\$1,400.00						
Change	e Order 1	4,890									
Items 1		4,890			\$11,250.00						
	Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)						
	e Order 2	160,480	120	-\$33.00	(\$0,500.00)						
Items 1		100,400			\$95,000.00						
	Deduct Bid Item 1	LF	380	-\$340.00							
	Encrease bid Item 9	LF	8		\$78,400.00						
	e Order 3 (Close Out)	-121,500		42,00000	***************************************						
	Deduct Bid Item 3	,	53	-500.00	(\$26,500.00)						
Item 2	Deduct Bid Item 4	LS	-1	45,000.00							
Items 3	-9		1	-50,500.00	(\$50,500.00)						
								Total			
	SUMMARY							This	\$ -	Total Billed	\$0.00
A. Original Contract Amount			Retention and/or Escrow Payment Schedule					dule			
	roved Change Order 1 Thru 3					Total Retention Required as of this billing					
C. Tota	al Authorized Amount (A+B)					Previous Retention Withheld in PO or in Escrow					
D. Tota	al Billed to Date					Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less	Total Retention (5% of D)					Amt to Release to Contractor from PO/Escrow:					
	Total Previous Payments										
	ment Due Less Retention					Contractor Signature and Date:					
	naining Authorized Amount										
		1		1				1	1		

# APPENDIX D

# LOCATION MAP



Appendix D – Location Map Vermont Street Pedestrian Bridge Paint Restoration

# APPENDIX E

# SCOPE OF WORK

## 1.0 Project Description:

The Vermont Street pedestrian bridge original protective coatings applied to the bridge in 1994 have been severely compromised due to sun, time and weather conditions. Paint is blistered and flaking off in areas exposing raw steel to the elements resulting in rust and corrosion.

The pedestrian bridge is located south of Lincoln Avenue on Vermont Street extending over Washington Street in the Uptown Community Plan area.

There will be no soil disturbance proposed with the bridge restoration activity and the project is within an urban developed area, and no sensitive vegetation would be affected or removed. The project location is not included on any government code listing of hazardous waste sites.

The objective of the project is to improve esthetics and maintain the structural integrity of this bridge by way of corrosion control.

# 2.0 Scope of Work:

The Contractor shall erect scaffolding and provide a protective enclosure while performing all sandblast removal. The Contractor may choose to do a shrink wrapping a section at a time. Alternate methods will not be allowed. Scaffolding shall be erected and connected to exiting bridge structure. The City will not require engineering calculations for the scaffolding system but shall be done in accordance with OSHA requirements The Contractor shall sandblast all appropriate steel components of the bridge (except the paint on the light posts) to a minimum SSPC-SP 10 standard, prime the structure with an inorganic zinc coating such as Zinc Clad II Plus or equal, and paint a topcoat using a low VOC, moisture curing urethane such as Corothane Aliphatic B65 or equal. The ped bridge shall not be closed during the coating repair task.

The Work shall include all materials, painting, clean-up, site inspection, waste and sand removal, masking to protect concrete, galvanized railings and other appurtenances. The Contractor shall secure a staging area. The staging area may be located within the Project limits. All paint shall be applied per manufacturer's specifications. All bridge components are subject to paint restoration and shall utilize the existing color scheme to ensure restoration is compatible with the existing structure. The light posts and all steel elements below the concrete bridge deck shall be painted CCDC blue.

The Contractor shall notify the Resident Engineer of any potential tree or vegetation obstructions which may impede the work. Vegetation removal, tree trimming, or any other clearing and grubbing shall be done by the City.

Work is allowed on weekends at no extra cost to the City with prior approval by the City. The work hours and times for lane closures if within City right-of-way, the City will set the work hours. If within CalTrans right-of-way, CalTrans will set the work hours. Project inspection will be provided by the City. Traffic control measures shall be implemented during construction activities. Traffic Control Permits (TCP) within City right-of-way is obtained through the City. If a proposed TCP impacts CalTrans right-of-way or encroaches into their right-of-way, a permit will be required through CalTrans. The CalTrans right-of-way is approximately 150' west of the bridge centerline.

The bridge design loading is as follows:

Live Load = 85 psf (Non-Reducible)

Guardrail = 50 lbs/lift transverse & vertical applied

Tranverse Wind = 24.5 psf for 70 mph wind

Longitudinal Wind = 12 psf

The Contractor shall generate the Storm Water Protection Plan and the Contractor shall properly dispose of any hazardous waste per SECTION 802 – CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT.

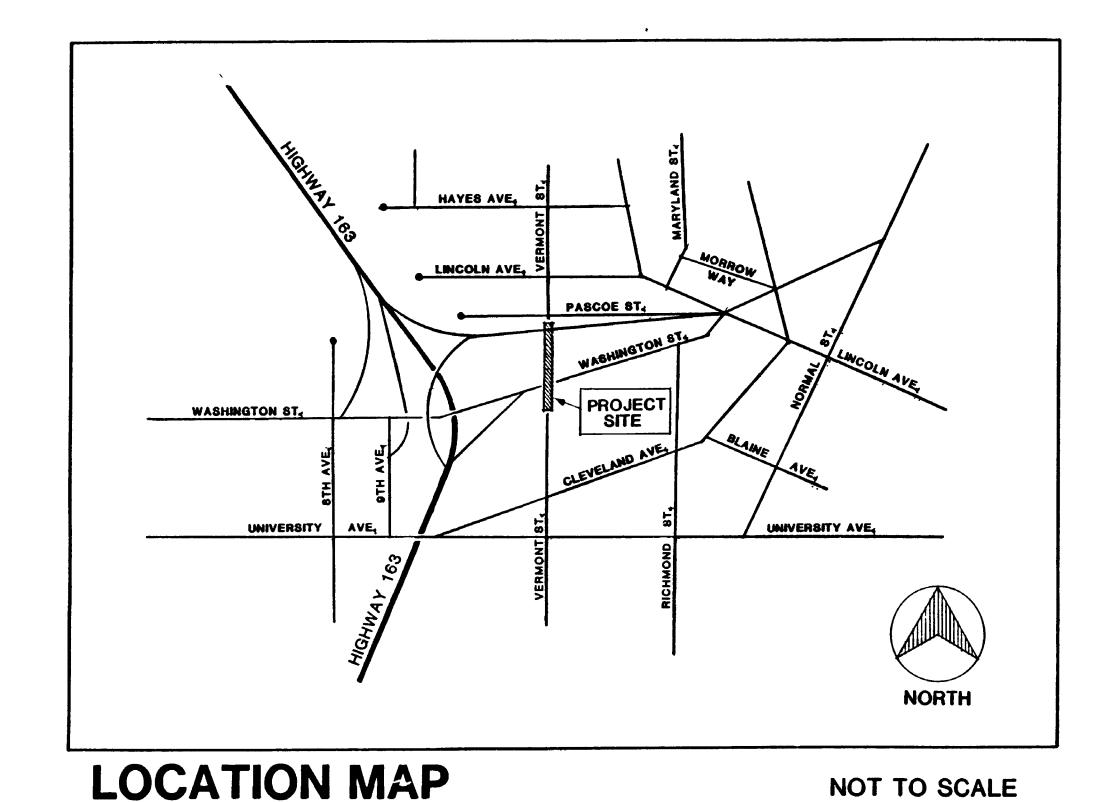
#### APPENDIX F

#### **Bridge Drawings**

# VERMONT STREET PEDESTRIAN BRIDGE OVER WASHINGTON STREET

ATKINSON, JOHNSON & SPURRIER, INC.

LIST OF DRAWINGS



A&E NO	"D" NUMBER	DESCRIPTION
		GENERAL
T-1	19195-1-D	TITLE SHEET
N-1	19195-2-D	NOTES & DESIGN CRITERIA
TC-1	19195-3-D	TRAFFIC CONTROL PLAN - EASTBOUND WASHINGTON ST. CLOSURE
TC-2	19195-4-D	TRAFFIC CONTROL PLAN - WESTBOUND WASHINGTON ST. CLOSURE
TC-3	19195-5-D	TRAFFIC CONTROL PLAN - NORTHBOUND AND SOUTHBOUND RTE. 163 ON-RAMP CLOSURE FROM WASHINGTON STREET
TC-4	19195-6-D	TRAFFIC CONTROL PLAN - LANE CLOSURE FOR FOUNDATION WORK
D-1	19195-7-D	EXISTING CONDITIONS & DEMOLITION
		STRUCTURAL
S-1	19195-8-D	GENERAL PLAN
S-2	19195-9-D	FOUNDATION PLAN & TOPOGRAPHY/STORM DRAIN RELOCATION PLAN
S-3	19195-10-D	NORTH ENTRY & ABUTMENT PLANS
S-3A	19195-11-D	NORTH ENTRY DETAILS
S-3B	19195-12-D	NORTH ENTRY DETAILS/SIDE SPAN PLAN
S-4	19195-13-D	SOUTH ENTRY & ABUTMENT PLANS & DETAILS
S-5	19195-14-D	RAILING/FENCING/LIGHT STANDARD DETAILS
S-6	19195-15-D	ABUTMENT BEARING DETAILS & MISC
S-7	19195-16-D	FOUNDATION DETAILS
S-8	19195-17-D	FOUNDATION DETAILS
S-9	19195-18-D	DELTA COLUMN ELEVATION
S-10	19195-19-D	SLANT LEG COLUMN ELEVATION
S-11	19195-20-D	GIRDER DETAILS
S-12	19195-21-D	GIRDER DETAILS
S-13	19195-22-D	TYPICAL DETAILS
S-14	19195-23-D	TYPICAL DETAILS
S-15	19195-24-D	SOIL TEST PIT LOCATION AND SOIL LOG
		LANDSCAPE
L-1	19195-25-D	PLANTING/IRRIGATION PLAN
L-2	19195-26-D	PLANTING LEGEND/DETAILS
L-3	19195-27-D	PLANTING SPECIFICATIONS
L-4	19195-28-D	PLANTING SPECIFICATIONS
		ARCHITECTURAL
A-1	19195-29-D	BRIDGE ELEVATION/SOUTH ENTRY PLAN & ELEVATIONS
A-2	19195-30-D	NORTH ENTRY PLAN & ELEVATIONS
A-3	19195-31-D	FINISH SCHEDULE & DETAILS
		ART WORK
AW-1	19195-32-D	BRIDGE PLAN & SOUTH ENTRY FLATWORK
AW-2	19195-33-D	NORTH ENTRY FLATWORK & FINISH SCHEDULE
AW-3	19195-34-D	DECORATIVE RAILING PANELS
		ELECTRICAL
E-1	19195-35-D	BRIDGE ELECTRICAL PLAN

## CONSULTANTS

#### ARCHITECTS

2901 Fifth Avenue, Suite 200 San Diego, CA 92103-5919

Susholtz, Gomez & Mancillas 3505 28th Street San Diego, CA 92104

## LANDSCAPE ARCHITECTS

Wimmer, Yamada Associates 516 Fifth Avenue San Diego, CA 92101

## CIVIL ENGINEERS

Sholders and Sanford, Inc. 3569 Fifth Avenue San Diego, CA 92103

Brown & Zammit Engineering, Inc. 7950 Dunbrook Road, Suite 100

TITLE SHEET

## SOILS ENGINEERS

Benton Engineering, Inc. 5540 Ruffin Road San Diego, CA 92123 **ELECTRICAL ENGINEERS** 

## San Diego, CA 92126-4371 LAND SURVEYORS

City of San Diego 9485 Aero Drive San Diego, CA 92123



A&E NO.

T-1

SPECIFICATION NO. 6317 CITY OF SAN DIEGO, CALIFORNIA wo 119725

**VERMONT ST. PEDESTRIAN BRIDGE** OVER WASHINGTON ST. ATKINSON, JOHNSON, & SPURRIER, INC. CONSULTING ENGINEERS

ENGINE SHEE	NO. 119725				
SCITY ENGINEER		2-72	15.7 MTE		Dester Harch
DESCRIPTION	87	APPROVED	DATE	FILMED	
ORIGINAL					DESIGN ENGINEER
					CONTROL CERTIFICATION
					214-1722
					LAMBERY COORDINATES
INSPECTOR	19195-1 -[				

### **SPECIAL NOTES**

THE FOLLOWING SPECIAL NOTES ARE PROVIDED TO GIVE DIRECTIONS TO THE CONTRACTOR BY THE ENGINEER OF WORK. THE CITY ENGINEER'S SIGNATURE ON THESE PLANS DOES NOT CONSTITUTE APPROVAL OF ANY OF THESE SPECIAL NOTES AND THE CITY WILL NOT BE RESPONSIBLE FOR THEIR ENFORCEMENT.

- 1. NEITHER THE OWNER, NOR THE ENGINEER OF WORK WILL ENFORCE SAFETY MEASURES OR REGULATIONS THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
- 2. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER.
- CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
- BEFORE EXCAVATING FOR THIS CONTRACT, VERIFY LOCATION OF UNDERGROUND UTILITIES THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS.
- CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
- 6. AT LEAST TWO (2) WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL REQUEST MARKOUT OF UNDERGROUND UTILITIES BY CALLING THE BELOW LISTED REGIONAL NOTIFICATION CENTER FOR AN INQUIRY IDENTIFICATION NUMBER:

UNDERGROUND SERVICE ALERT - 1-800-422-4133

#### **GENERAL NOTES**

- 1. USE SIGNS, DELINATORS, BARRICADES, ETC , AS PER 1990 STATE OF CALIFORNIA TRAFFIC CONTROL MANUAL. DELINATORS AND STEADY BURN LIGHTS TO OUTLINE THE TRAFFIC PATH; BARRICADES TO PROTECT THE WORK AREA.
- 2. CONTRACTOR IS REQUIRED TO TAKE REASONABLE PRECAUTIONARY MEASURES TO PROTECT THE NATIVE VEGETATION WITHIN THE OPEN SPACE AREAS WITHIN ALL OPEN SPACE AREAS THE CONTRACTOR SHALL RESTORE DISTURBED SURFACES TO THEIR ORIGINAL NATURAL CONTOURS FOLLOWED BY HYDROSEEDING WITH A NONIRRIGATION TYPE MIXTURE OF NATIVE VEGETATION. CONTRACTOR SHALL MAINTAIN THE RESTORED NATURAL CONTOURS UNTIL PLANT GROWTH HAS BEEN ESTABLISHED.
- ALL PROPOSED PUBLIC UTILITY SYSTEM AND SERVICE FACILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH SECTION 102.0404 OF THE MUNICIPAL CODE.

#### **DESIGN CRITERIA**

#### DESIGN REFERENCES

- STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, 13TH EDITION 1983 AS AMENDED BY THE INTERIM SPECIFICATIONS OF 1984, 1985 AND 1986, BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO).
- BRIDGE DESIGN SPECIFICATIONS MANUAL, AUGUST 1986' THROUGH JUNE 1990, CALTRANS.
- C. BRIDGE DESIGN PRACTICE, CALTRANS.
- D. SEISMIC DESIGN REFERENCES, CALTRANS.
- STANDARD SPECIFICATIONS FOR WELDING STRUCTURAL STEEL, JULY 1984, CALTRANS.
- MANUAL OF STEEL CONSTRUCTION ALLOWABLE STRESS DESIGN, 9TH EDITION, AMERICAN INSTITUTE OF STEEL CONSTRUCTION.
- G. UNIFORM BUILDING CODE, 1991 EDITION.

#### 2. DESIGN LOADING

LIVE LOAD = 85 PSF (NON-REDUCIBLE) GUARDRAIL = 50 # / LIFT TRANSVERSE & VERTICAL APPLIED SIMULTANEOUSLY ON TOP RAIL. TRANSVERSE WIND = 24.5 PSF FOR 70 MPH WIND (SECTION 3.15, DESIGN REF. 1b)

= 27.0 (SECTION 2311, DESIGN REF 1g) LONGITUDINAL WIND = 12 PSF (SECTION 3.15, DESIGN REF. 1b)

#### SEISMIC

WHERE ARS = 2.0

EQ =  $\underline{2W}$  = 0.333W (TRANSV. OR LONGIT.)

DESIGN EQ =  $[(0.333)^2 + (0.1)^2]^{1/2}$  W = 0.35W

### 3. SOIL PRESSURE

PERMISSIBLE BEARING PRESSURE = 8000 PSF. BENTON ENGINEERING, INC. REPORT DATED FEBRUARY 14, 1992, PROJECT NO. 91-11-5A.

## PRIMARY MATERIALS OF CONSTRUCTION

#### CONCRETE

	STRENGTH	MAX. Slump	MAX. W/C
	(PSI)		RATIO
FOUNDATIONS	4000	4	0 55
RETAINING WALLS, ABUTMENTS, PYLONS *TOPPING ON METAL DECKING & BRIDGE	4000	4	0.52
CURBS	4000	2-1/2**(6-1/2) 3	***0 46
SIDEWALKS, CURBS, PAVING	3000	3	0.52
* MIX TO CONTAIN A SUPERPLASTICE ** 2-1/2 - INDICATES SLUMP BEFORE	E ADDITIO		
*** $(6-1/2)$ - indicates slump after al	DDITION O	F SUPERPLASTIC	CIZER
REINFORCEMENT: ASTM A615, GRADE 60	9		

## STRUCTURAL STEEL:

PRIMARY STRUCTURE = ASTM A572, GRADE 50 MISC. METAL = ASTM A36 STRUCTURAL TUBING = ASTM A500, GRADE B ASTM A501 STEEL PIPE =

ELASTOMERIC BEARING PADS - CALTRANS STANDARD SPECIFICATIONS SECTION 51-1.12H(1)

#### CONSTRUCTION STAGING AREA

A PERMISSIBLE CONSTRUCTION STAGING AND MATERIAL LAYDOWN AREA HAS BEEN SHOWN ADJACENT TO THE SOUTH SIDE OF EAST-BOUND WASHINGTON STREET. THE FOLLOWING CONDITIONS APPLY:

- CONTRACTOR HAS THE OPTION TO EITHER UTILIZE THE AREA WITHOUT DOING ANY GRADING IF IT WILL MEET THE NEEDS OF THE PROJECT "AS IS" OR THE CONTRACTOR MAY GRADE THE AREA TO A FLATTER SURFACE AND CONSTRUCT A SMALL (3'-6"+ HIGH) TEMPORARY WOODEN RETAINING WALL AS SHOWN ON THE DRAWINGS.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING ANY TEMPORARY FENCING, LIGHTING AND SECURITY NEEDS FOR THE STAGING AREA. NO TEMPORARY FENCING WILL BE PERMITTED CLOSER THAN 4' TO THE CURB LINE ALONG WASHINGTON STREET.
- CONTRACTOR SHALL RESTORE THE STAGING AREA TO ITS ORIGINAL CONDITION INCLUDING THE REPLACEMENT OF VEGETATION AND SPRINKLER LINES AND THE RECONSTRUCTION OF THE TOE OF THE EXISTING SLOPE.
- THE CONTRACTOR SHALL OBTAIN FROM THE CITY OF SAN DIEGO, ENGINEERING AND DEVELOPMENT DEPARTMENT ANY PERMITS REQUIRED FOR THIS WORK.

## TEMPORARY ACCESS ROADS (OPTIONAL CONSTRUCTION)

- THE SUGGESTED LOCATION OF TEMPORARY ACCESS ROADS TO THE TWO INTERMEDIATE FOUNDATION AREAS LOCATED WITHIN THE CANYON SEPARATING WEST-BOUND WASHINGTON STREET AND THE HIGHWAY 163 ACCESS ROAD ARE SHOWN ON THE PLANS.
- THE CONSTRUCTION AND MAINTENANCE OF ANY TEMPORARY ACCESS ROAD IS THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY TRAFFIC ENGINEER PRIOR TO CONSTRUCTION OF TEMPORARY ACCESS ROADS
- THE CONTRACTOR SHALL RESTORE SURFACES DISTURBED BY CONSTRUCTION OF THE TEMPORARY ACCESS ROADS TO THEIR ORIGINAL NATURAL CONTOURS FOLLOWED BY HYDROSEEDING WITH A NONIRRIGATION TYPE MIXTURE OF NATIVE VEGETATION. CONTRACTOR SHALL MAINTAIN THE NATURAL CONTOURS UNTIL PLANT GROWTH HAS BEEN ESTABLISHED.
- THE CONTRACTOR SHALL OBTAIN FROM THE CITY OF SAN DIEGO, ANY PERMITS REQUIRED FOR THIS WORK.

## **ABBREVIATIONS**

		ANCHOR BOLT	E.J.	EXPANSION JOINT
	A.C.	ASPHALTIC CONCRETE	EL, ELEV.	ELEVATION
	ADD'L.	ADDITIONAL	EQ	EQUAL
	APPROX.	APPROXIMATE	•	FINISH
		ARCHITECTURAL	GALV.	GALVANIZED
	A.W.	ART WORK	HGT.	HEIGHT
	B. <b>B</b>	BEGIN BRIDGE	HORIZ.	HORIZONTAL
	BD.	BOARD	ICBO	INTERNATIONAL CONFERENCE
	BOT., BOTT	BOTTOM		OF BUILDING OFFICIALS
	CC	CHISELED CROSS	L.F.	LINEAL FEET
	<b>L</b>	CENTERLINE		MACHINE BOLT
	CLR.	CLEAR	M H.	MANHOLE
	CMP	CORRUGATED METAL PIPE	MISC.	MISCELLANEOUS
	CMU			NOT TO SCALE
	AAT		o c.	ON CENTER
	CONC.	CONCRETE		PAVEMENT, GUTTER
	C.P.	COMPLETE PENETRATION	P.C.	POINT OF CURVATURE
	CY	CUBIC YARD DECK DRAIN	P.	PLATE
	D D.	DECK DRAIN		POUR STRIP
	DEMO	DEMOLITION, DEMOLISH		POUNDS PER SQUARE FOOT
	DIA	DIAMETER		PRESSURE TREATED
	DIAG.	DIAGONAL	PVC	POLYVINYL CHLORIDE
	DOC.	DOCUMENT	R	RADIUS
	DWG.	DRAWING	RCP	REINFORCED CONCRETE PIPE
	EA.	EACH		REFERENCE
	E.B.	END BRIDGE		REINFORCING, REINFORCEMENT
			RET.	
	<del></del>			RIGHT-OF-WAY
		1		SQUARE FOOT
				SIMILAR
		1	s.s.	STAINLESS STEEL
•	DATMED A	NO VINVI COAMBDI		

STATION

TON

STIFFENER

STRUCTURAL

TOP OF CURB

TOP OF WALL

TELEPHONE

THROUGH

TOTAL

TYPICAL

VERTICAL

STIFF

T/C

TEL.

THRU

TOT.

T/W

TYP.

VERT.

STRUCT

## THE FOLLOWING STANDARD SPECIFICATIONS APPLY TO THE WORK TO BE DONE: 1. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (1991

STANDARD SPECIFICATIONS

WORK TO BE DONE

SPECIFICATIONS.

ED.), INCLUDING THE REGIONAL AND THE CITY OF SAN DIEGO SUPPLEMENT AMENDMENTS DOC. 69796 FILED APRIL 23, 1992.

STANDARD SPECIAL PROVISIONS FOR STREET LIGHTING AND TRAFFIC SIGNAL SYSTEM (1990 EDITION), DOCUMENT NO. 769759, FILED FEBRUARY 5, 1991

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE

OF THE CITY OF SAN DIEGO AND OTHER REFERENCED DRAWINGS AND

ACCORDING TO THESE PLANS AND SPECIFICATIONS AND STANDARD DRAWINGS

- CALIFORNIA DEPARTMENT OF TRANSPORTATION, "MANUAL OF TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE OF WORK ZONES" (1990 EDITION) DOCUMENT NO. 769744, FILED NOVEMBER 7, 1990.
- "DISABLED ACCESS REGULATIONS, TITLE 24," SECOND EDITION, NOVEMBER 1, 1987, AND "CALIFORNIA STATE ACCESSIBILITY STANDARDS INTERPRETIVE MANUAL, " SECOND EDITION, JULY 19, 1987, PREPARED BY THE OFFICE OF THE STATE ARCHITECT AND DEPARTMENT OF REHABILITATION.
- STANDARD SPECIFICATIONS, STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS), JULY 1992, DOCUMENT NO. 769806, FILED JULY 9, 1992.
- SAN DIEGO COUNTY REGIONAL STANDARDS COMMITTEE WATCH MANUAL, DOCUMENT NO. 769802, FILED JUNE 29, 1992.

#### STANDARD DRAWINGS

- 1. CITY OF SAN DIEGO STANDARD DRAWINGS INCLUDING ALL REGIONAL DRAWINGS, DOCUMENT NO. 769798 FILED APRIL 23, 1992.
- 2. STANDARD PLANS, STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS), JULY 1992, DOCUMENT NO. 769805, FILED JULY 9, 1992.

#### **BENCH MARK**

BRASS PLUG AT SOUTHEAST CORNER OF VERMONT STREET AND LINCOLN AVENUE.

ELEVATION = 298.914 $\underline{\text{DATUM}} = \text{M.S.L.}$ 

## SURVEY NOTES

TELEPHONE	DATE	CITY W.O. NUMBER
627-3224	04-09-79	117724
-	07-29-63	_
-	07-26-63	-
-	10-25-57	-
627-3224	10-14-92	119725
	627-3224	627-3224 04-09-79 - 07-29-63 - 07-26-63 - 10-25-57

## REFERENCE DRAWINGS

CALTRANS RIGHT OF WAY MAP LO19507, 11-SD-163 "A" TO MISSION VALLEY

## **EARTHWORK**

BEFORE EXCAVATING. VERIFY LOCATION OF UNDERGROUND UTILITIES. CONTACT:

san diego gas and	ELECTRIC COMPANY	1-800-422-4133
PACIFIC TELEPHONE	COMPANY	1-800-422-4133
CITY BUILDING AND	IRRIGATION	236-5500
CITY COMMUNICATIO	NS (ELECTRICAL)	236-5505
CITY WATER AND SE	WER	1-800-422-4133



-

SPECIFICATION NO 6317

A&E NO. N-1

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NOTES & DESIGN CRITERIA	CITY OF SAN DIEGO, CALIFORNIA Engineering department Sheet 2 of 35 sheets			wo 119725		
ERMONT ST. PEDESTRIAN BRIDGE	CITY ENGINEER		OATE DATE			Vuls Harable
	DESCRIPTION	84	APPROVED	DATE	FILMED	
OVER WASHINGTON ST.	ORIGINAL	688				DESIGN ENGINEER
						CONTROL CERTIFICATION
CONSULTING ENGINEERS						214 - 1722
SAN DIEGO. CALIFORNIA	CONTRACTORINSPECTOR		ATE STARTED ATE COMPLETE			19195-2 <b>-D</b>

APPROXIMATE QUANTITIES

DOES NOT INCLUDE DEMOLITION ITEMS, MISC PATCHING OF EXISTING A.C , OPTIONAL CONSTRUCTION ITEMS SUCH AS TEMPORARY ACCESS ROADS AND TEMPORARY WOOD RETAINING WALL.)

MATERIAL QUANTITIES SHOWN ARE FOR ESTIMATING AND PERMIT PURPOSES ONLY. ACTUAL QUANTITIES MAY VARY WITH SHRINKAGE, LOSSES DUE TO CLEARING OPERATIONS, COMPACTIONS, SETTLEMENT, ETC. CONTRACTOR SHALL CLARIFY ANY QUESTIONS ON QUANTITIES PRIOR TO BIDDING. EARTHWORK QUANTITIES DO NOT INCLUDE ALLOWANCE FOR OVEREXCAVATION AND RECOMPACTION. **EARTHWORK** 

CAISSON EXCAVATION	21 5	CY
STRUCTURE EXCAVATION	173 0	CY
STRUCTURE BACKFILL	83 0	CY
PERVIOUS BACKFILL MATERIAL	4 8	CY
BERM CONSTRUCTION BACKFILL	78 0	CY
18" RCP (IN PLACE INCLUDING EARTHWORK AND	90.0	LF
CONNECTION TO INLET STRUCTURE)		
REINFORCING STEEL (GRADE 60)		
BAR REINFORCEMENT	27600	LBS
5/98 DIAMPTED SDIDALS	3300	LBS

3300 LBS 5/8" DIAMETER SPIRALS RIVER ROCK VENEER (COMPLETE IN PLACE)

365 SF

4 EA

CONCRETE

f'c = 4000 PSI: CAISSONS 21.0 CY POOTINGS, CAISSON CAP, PIERS, ABUTMENTS, WINGWALLS, 133.5 CY RETAINING WALLS, DECORATIVE PYLONS AND RAILS CONCRETE FILL ON METAL DECK & GIRDERS, WITH SANDBLASTED 65.0 CY PATTERN f'c = 3000 PSI: CONCRETE ROADWAY PAVING ENTRY PAVING 4" THICK, UNREINFORCED SIDEWALKS WITH COLORED AND SANDBLASTED PATTERN 5" THICK, UNREINFORCED HANDICAPPED RAMPS (TEXTURED SURFACE) 6" HIGH CONCRETE CURB ON GRADE

6" THICK, REINFORCED, COLORED AND SANDBLASTED PATTERN 470 SF 5" THICK, REINFORCED, COLORED AND SANDBLASTED PATTERN 390 SF 350 SF 140 SF 78 LF METALS (STRUCTURE) 3164 SF 3"X18 GA. GALV. METAL DECKING A572, GRADE 50 PLATE SECTIONS 72 4 T A500, GRADE B TS 16X12X1/2 4.4 T A36 ROLLED SHAPES & PLATES (GALV. WHERE INDICATED) 0.3 T TEFLON COATED BEARING ASSEMBLIES (A/S6) 4 EA DECK DRAIN ASSEMBLIES (GALV.) (F/S14) 2 EA

## METALS (FENCING & RAILING)

FENCING ON BRIDGE: (GALV. & PAINTED OR VINYL COATED) A500, GRADE B TS 3X3X1/4 POSTS A36 CLIP ANGLES & PLATES 2.30 T VINYL (BLACK) COATED CHAIN LINK FABRIC 2262 SF FENCING ENCLOSURE UNDER NORTH END OF BRIDGE: (GALV.) ENCLOSURE COMPLETE W/GATE & LOCK LUMP SUM (29 L. FEET OF VARYING HEIGHT) RESTORE CALTRANS FENCING: (NORTH END OF BRIDGE) 5' HIGH GALV. CHAIN LINK W/3-STRAND BARBED WIRE ON LUMP SUM EXTENSION ARM. (APPROX. 45 LINEAL FEET) WROUGHT IRON RAILING & HANDRAIL: (GALV. & PAINTED) 4'-3 1/2" HIGH RAILING (5/A2) 860 LF 1-1/2" DIA. PIPE HANDRAIL AND BRACKETS 413 LF (WEST SIDE OF BRIDGE) 12" HIGH RAIL PANELS & BRACKETS AT SOUTH ENTRY 16 LF ELECTRICAL LIGHTING SYSTEM COMPLETE IN PLACE INCLUDING LUMP SUM 7 - CAST ALUMINUM LUMINARIES MOUNTED ON BRIDGE 3 - CAST ALUMINUM LUMINARIES MOUNTED ON GRADE 4 - LIGHTED BOLLARDS 3 - SIDEWALK, RECESSED ACCENT LIGHT FIXTURES 1 - ELECTRICAL SERVICE PEDESTAL & PANEL 1 - SDG&E STANDARD #3312 ACCESS BOX 1 - RELOCATED, HIGH VOLTAGE POWER POLE

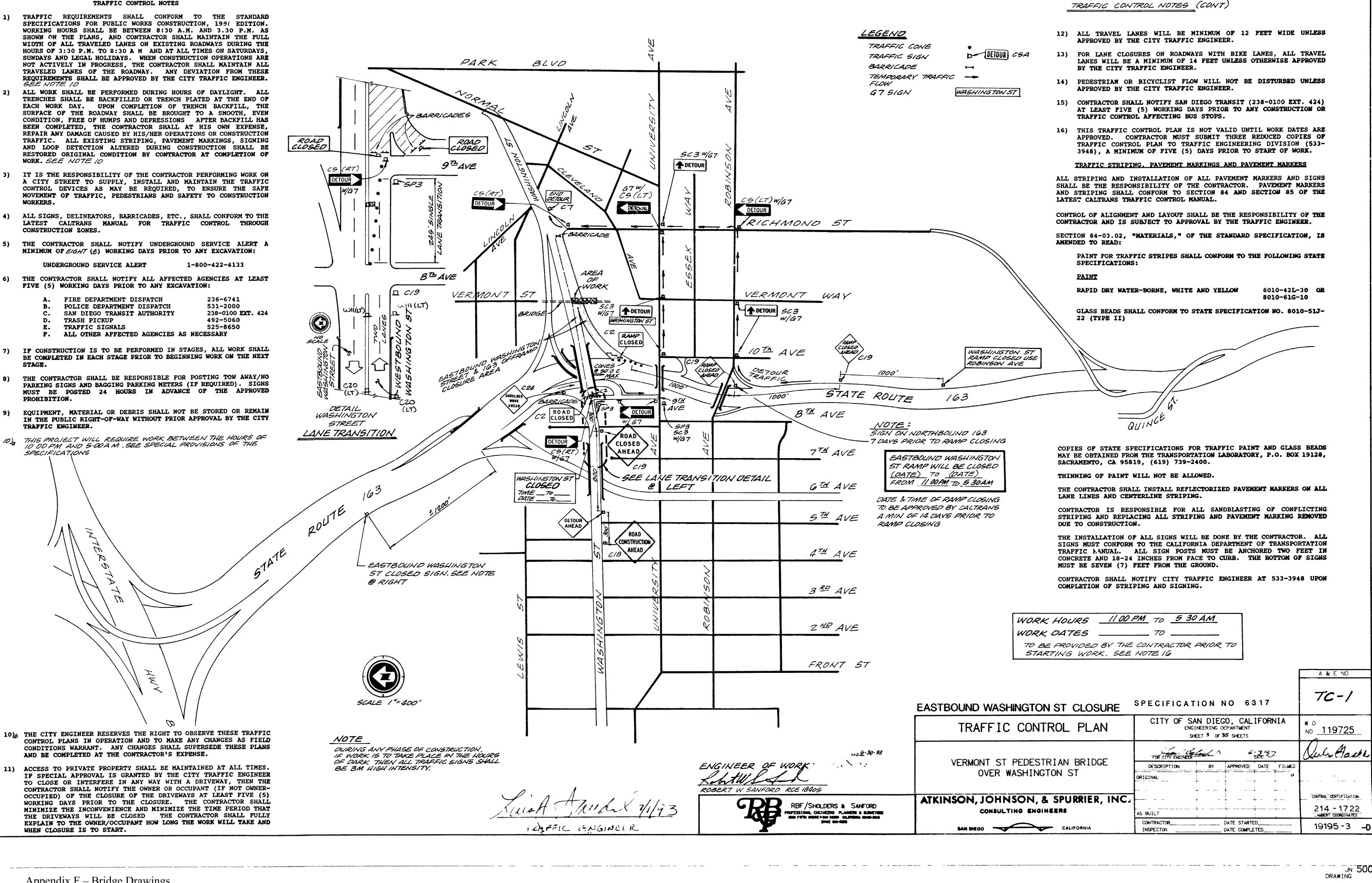
1 - RELOCATED GARDEN LIGHT FIXTURE @ SOUTH ENTRY

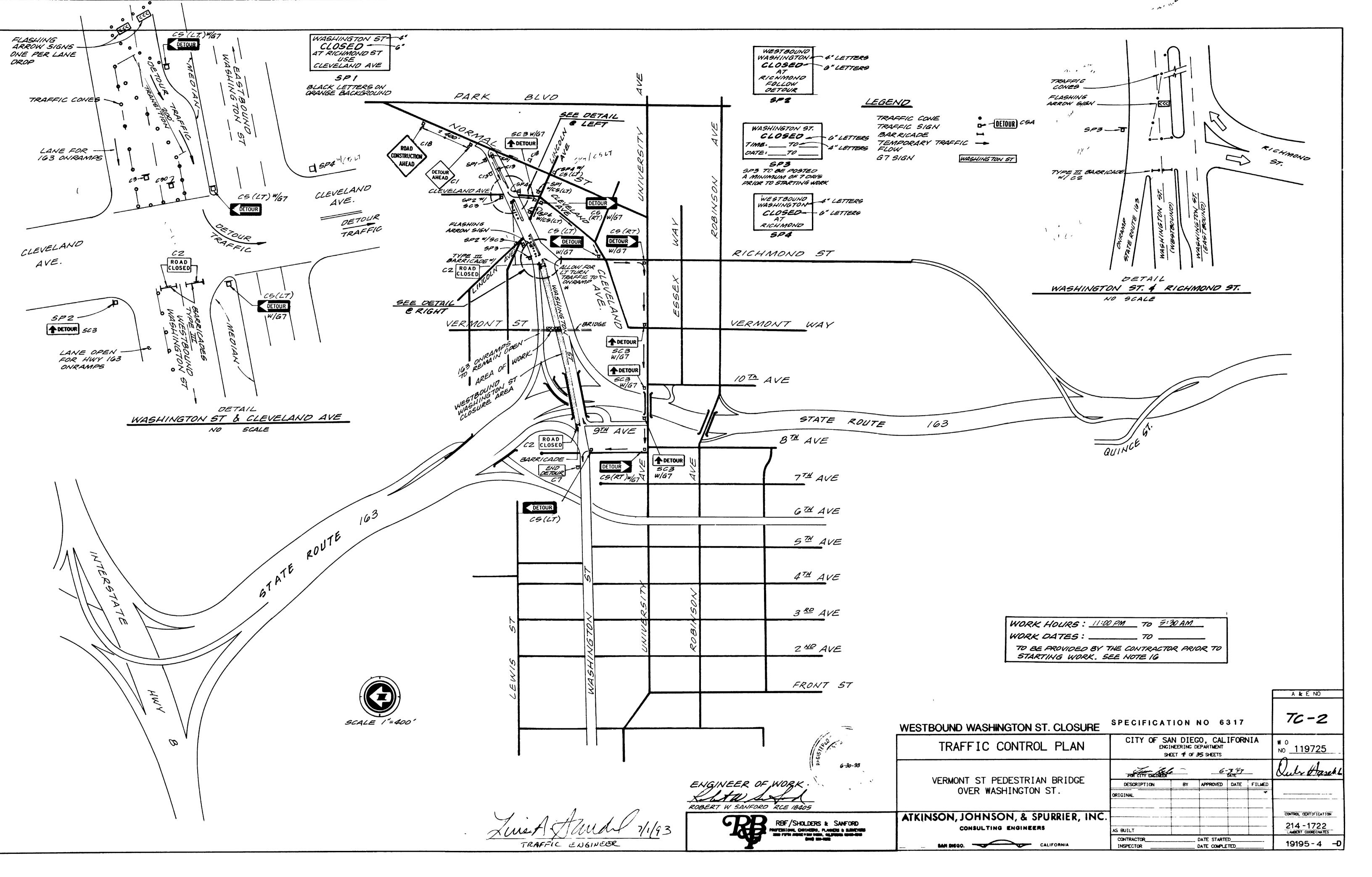
Appendix F – Bridge Drawings

6" THICK ROCK VENEER (5"+1" GROUT)

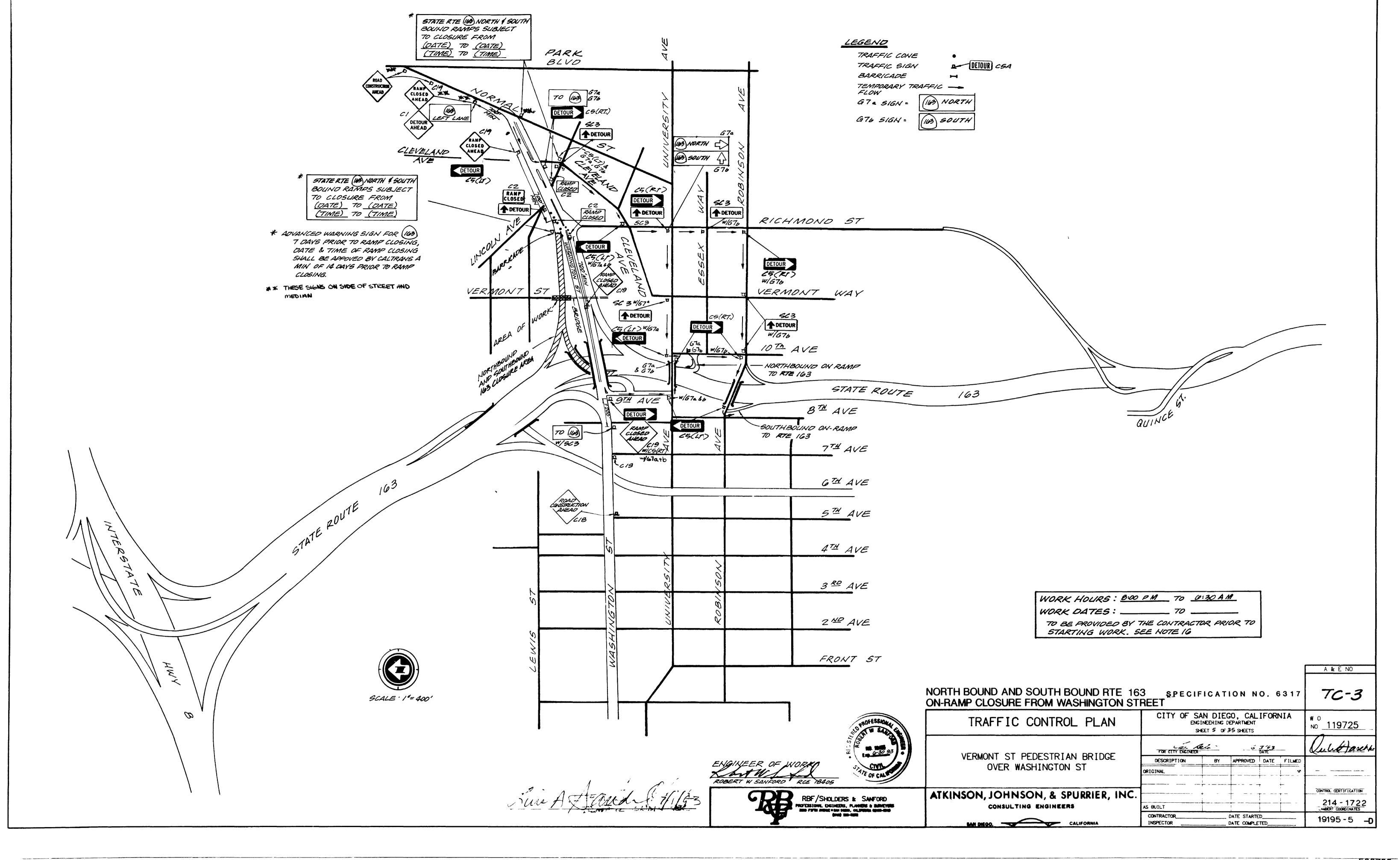
BOULDER CAPS ON PYLONS (B/S3B)

Vermont Street Pedestrian Bridge Paint Restoration



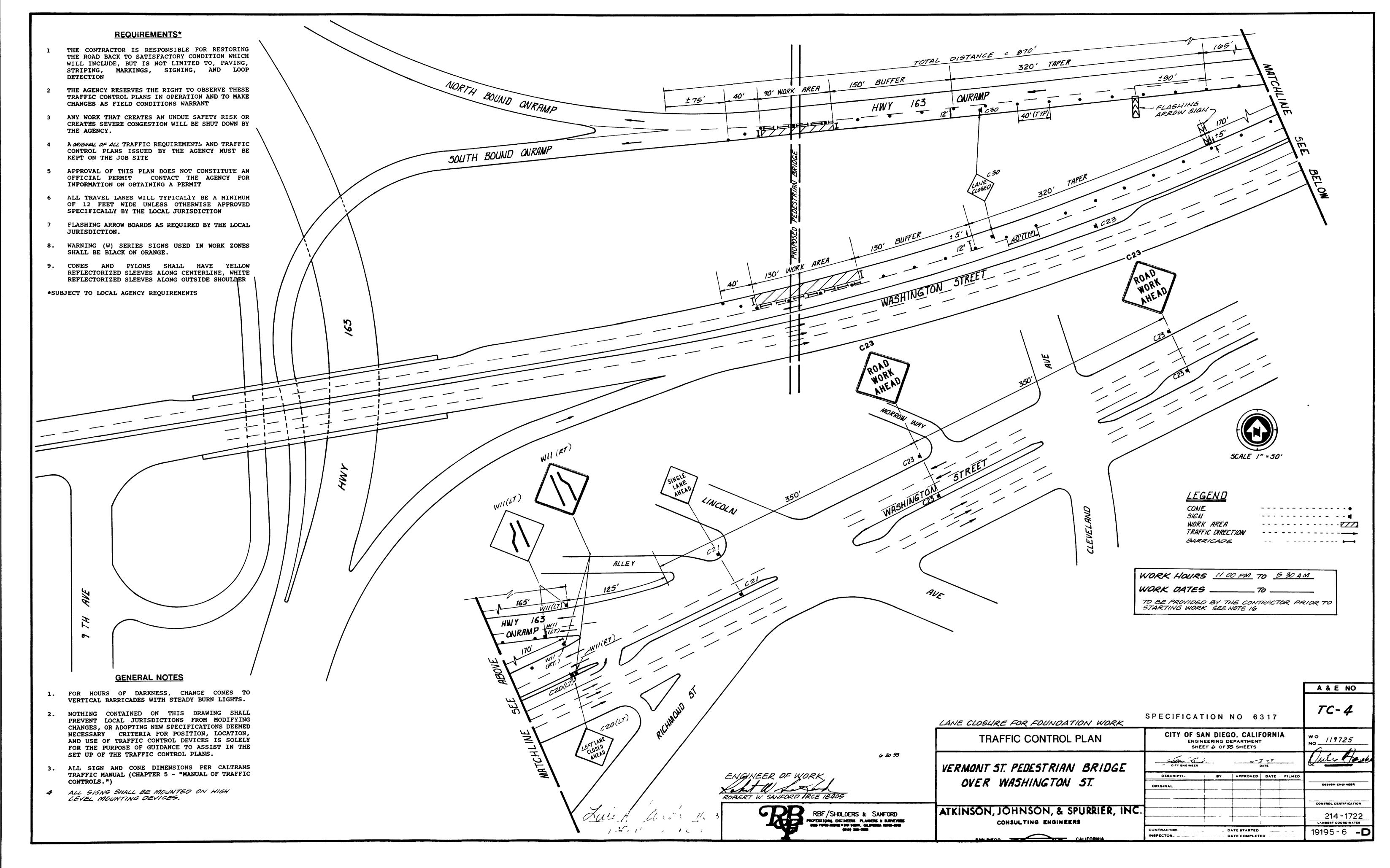


FILMED FROM THE ORIGINAL BEST QUALITY OBTAINABLE JN 500799 DRAWING



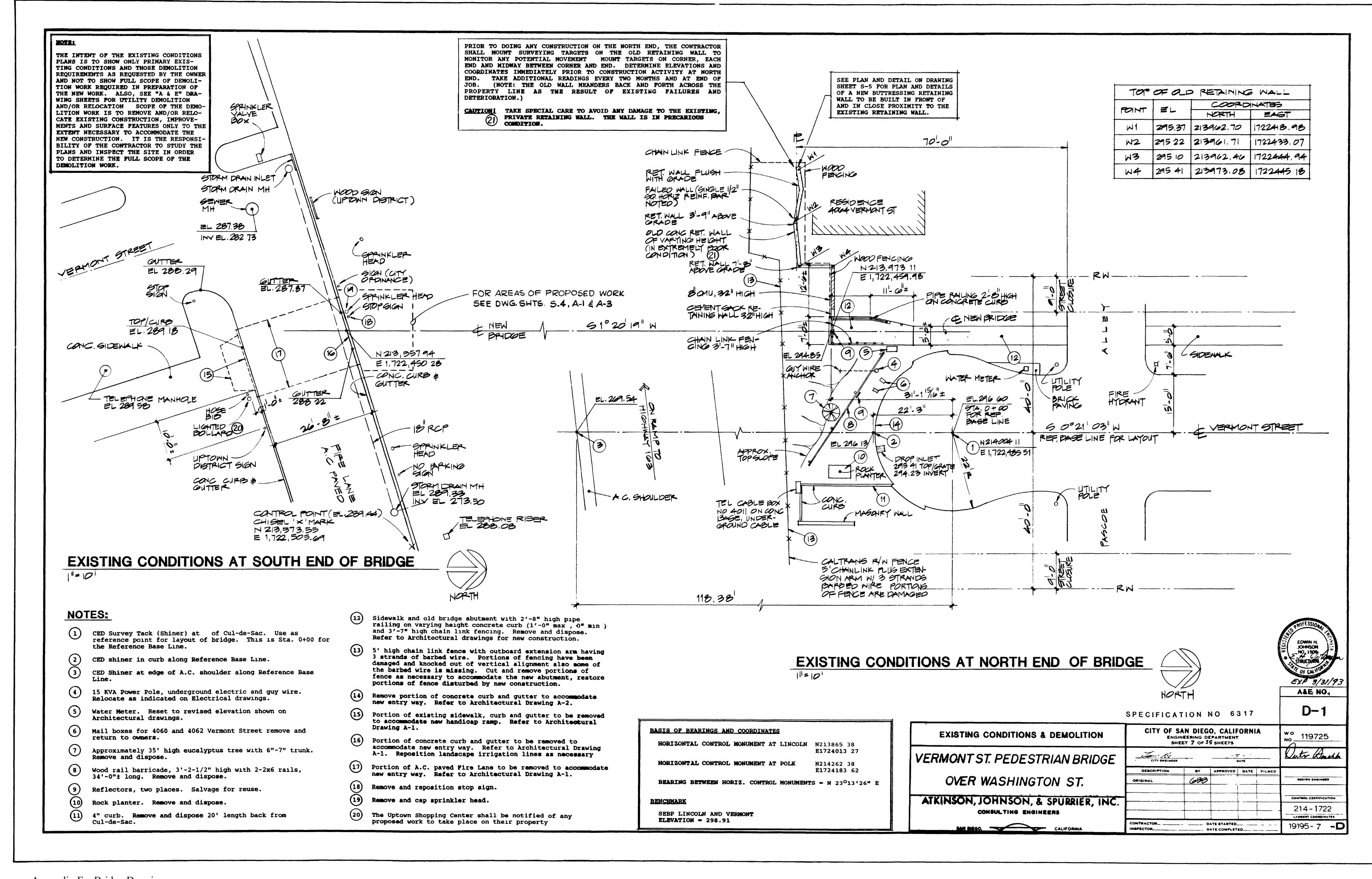
76 | Page

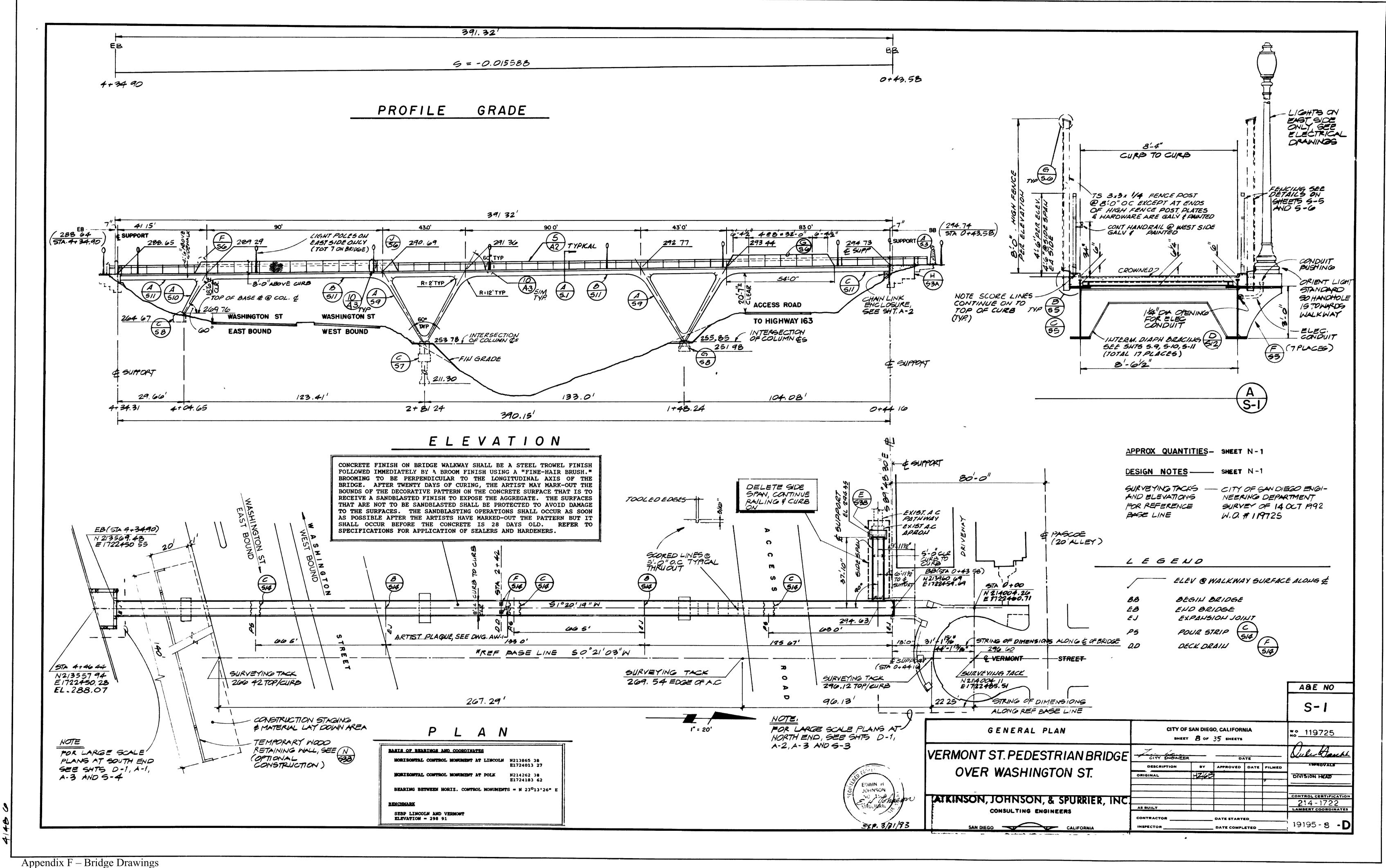
FILMED FROM THE ORIGINAL BEST QUALITY OBTAINABLE



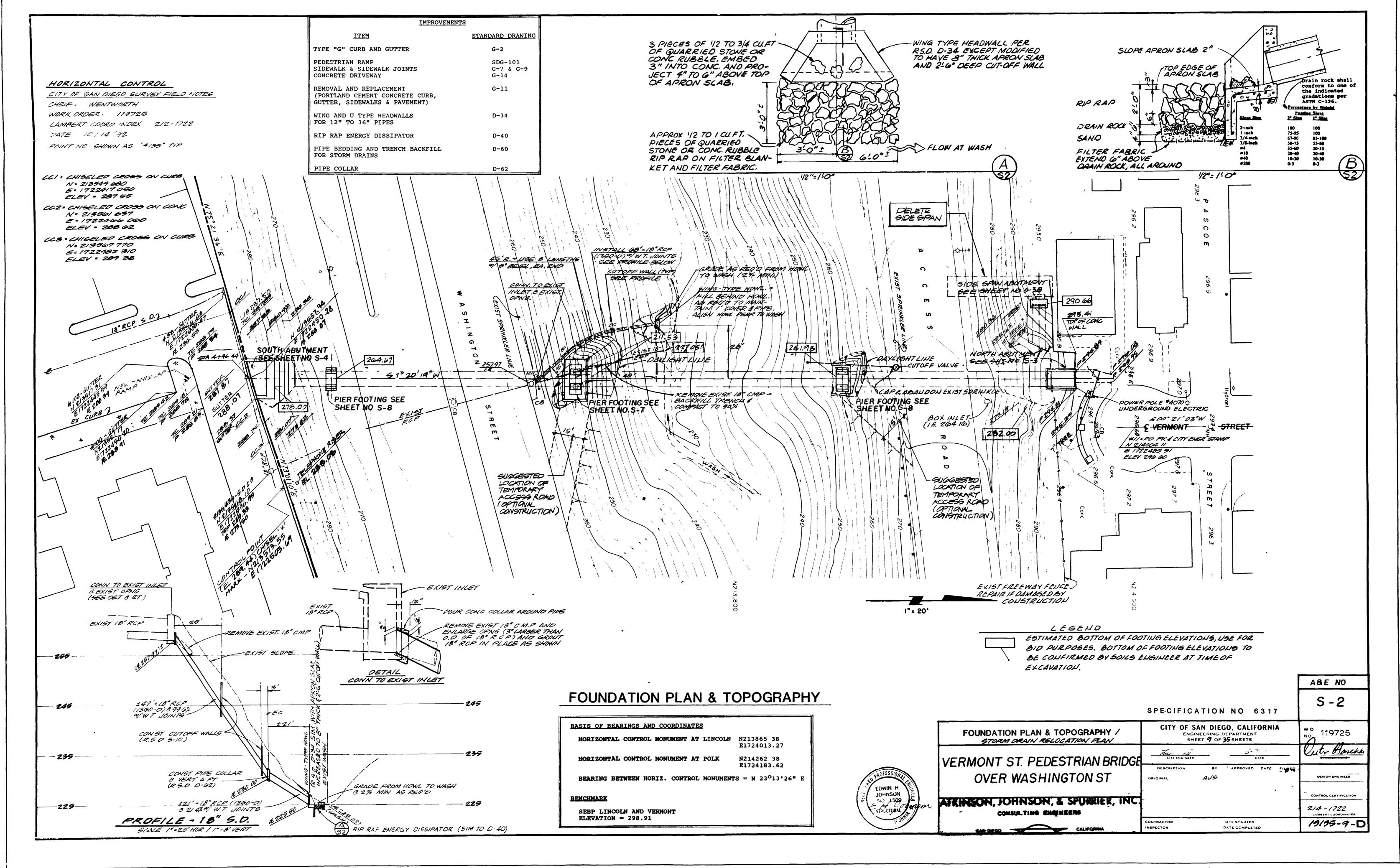
JN 500799

Appendix F – Bridge Drawings Vermont Street Pedestrian Bridge Paint Restoration



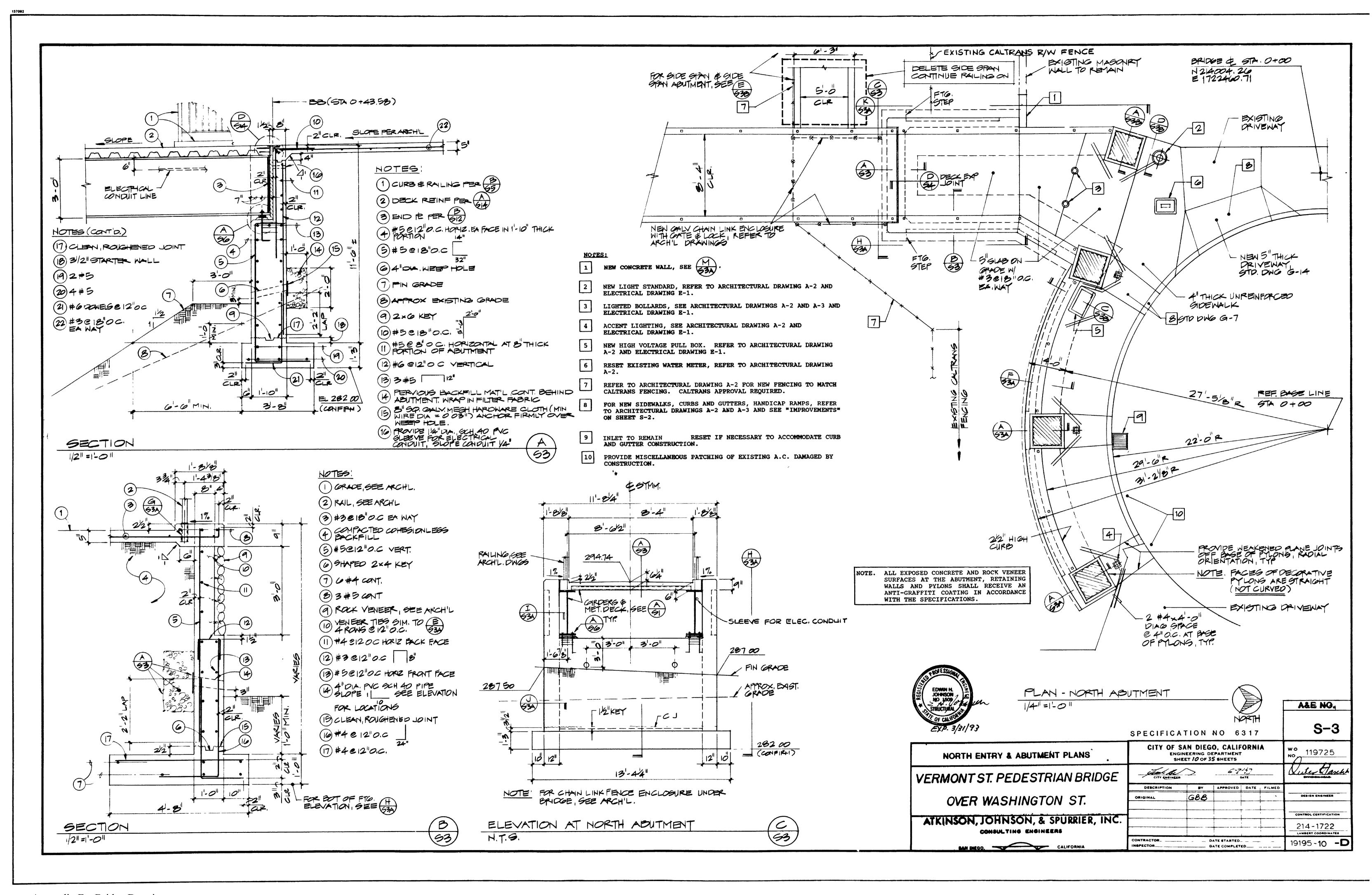


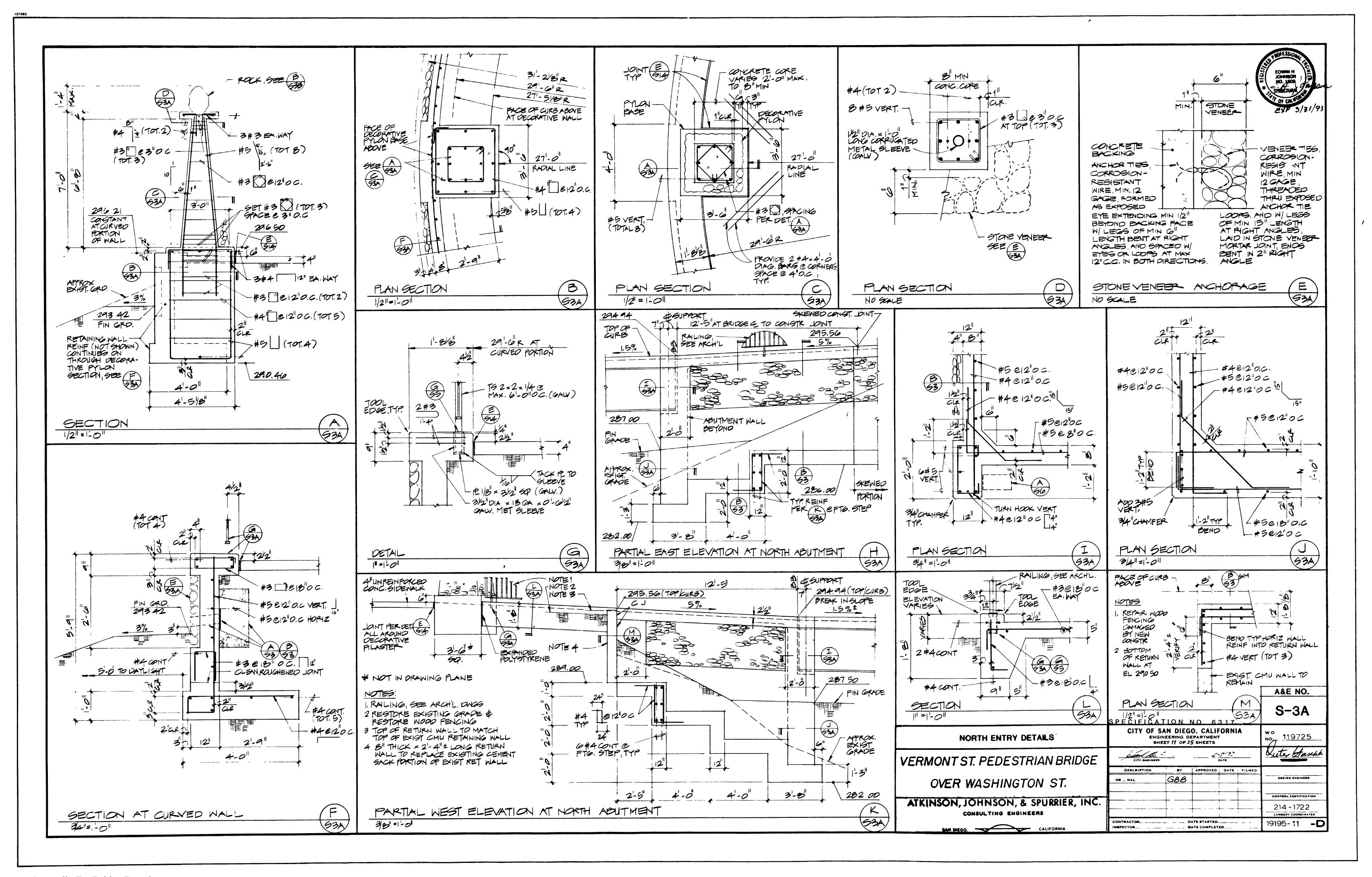
0 2 3 404



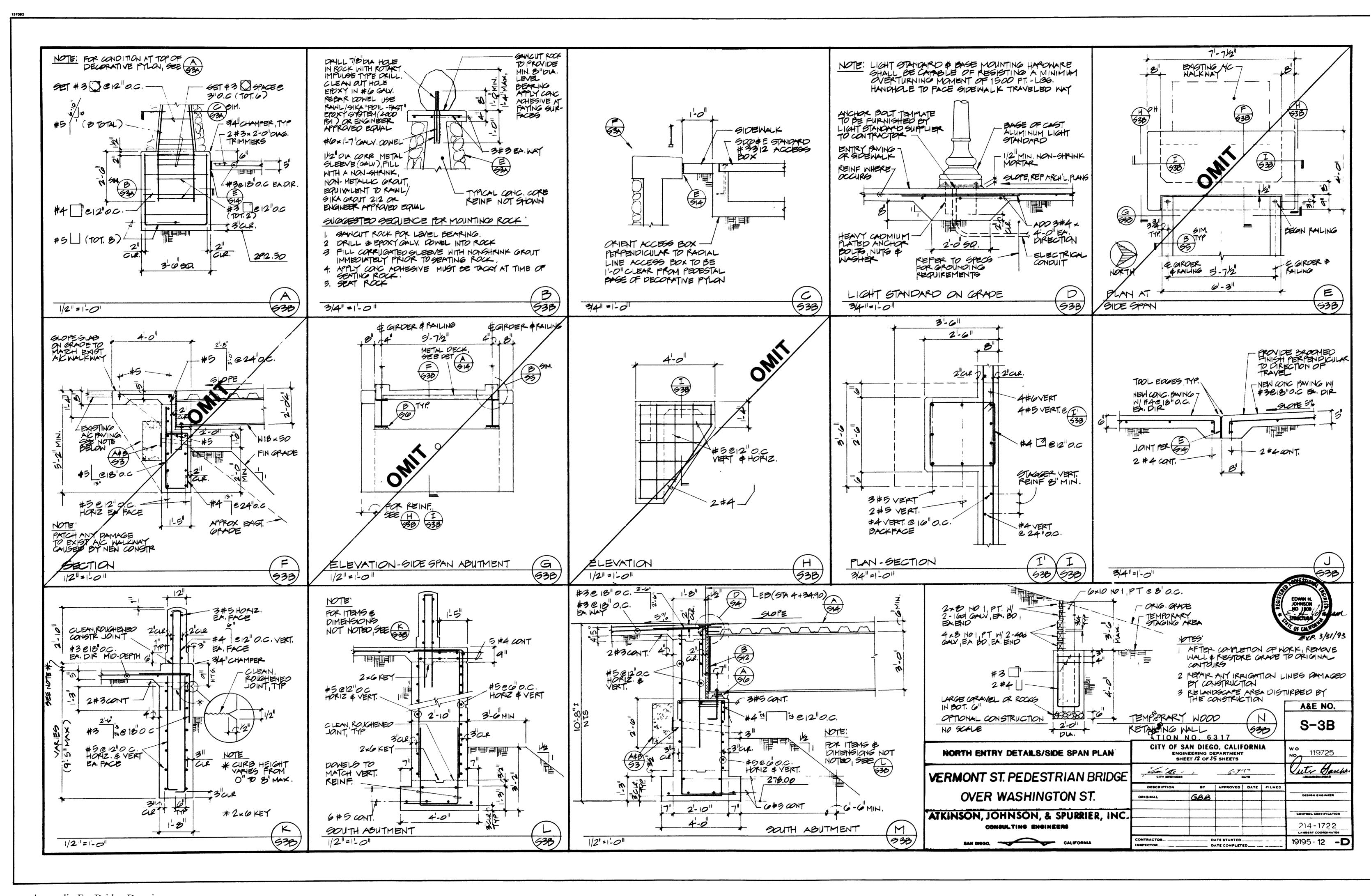
#500799

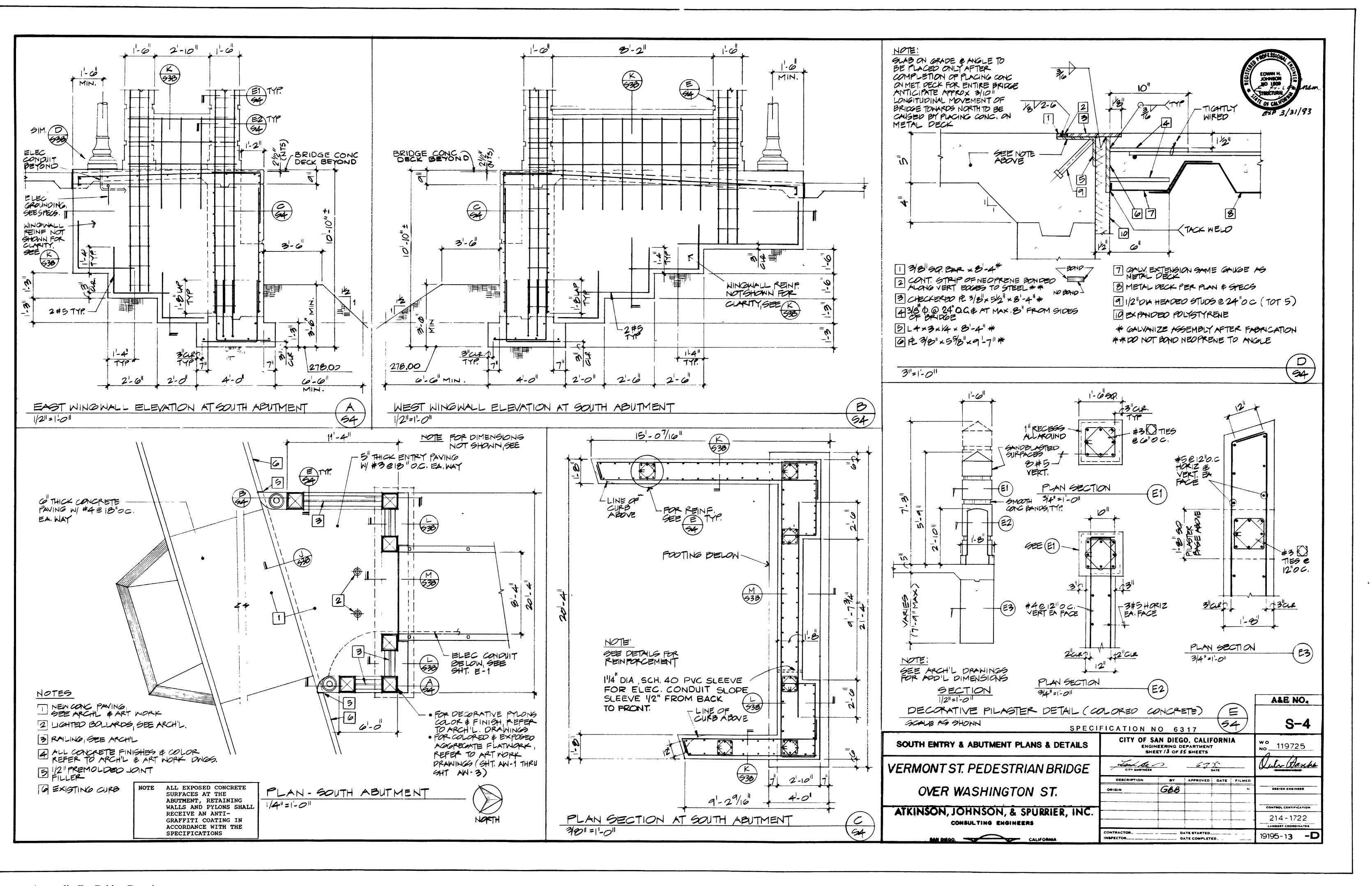
-80 | Page

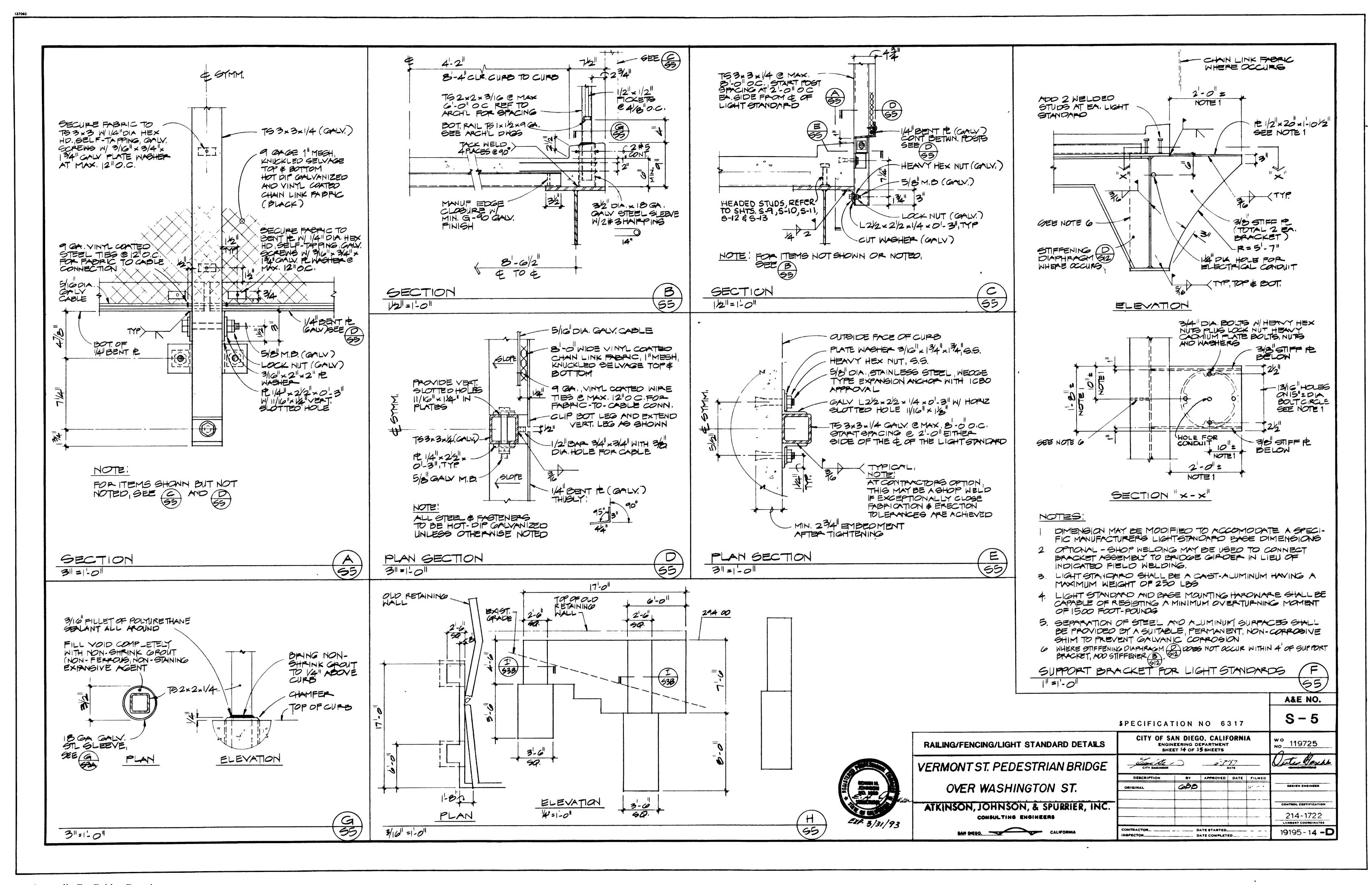


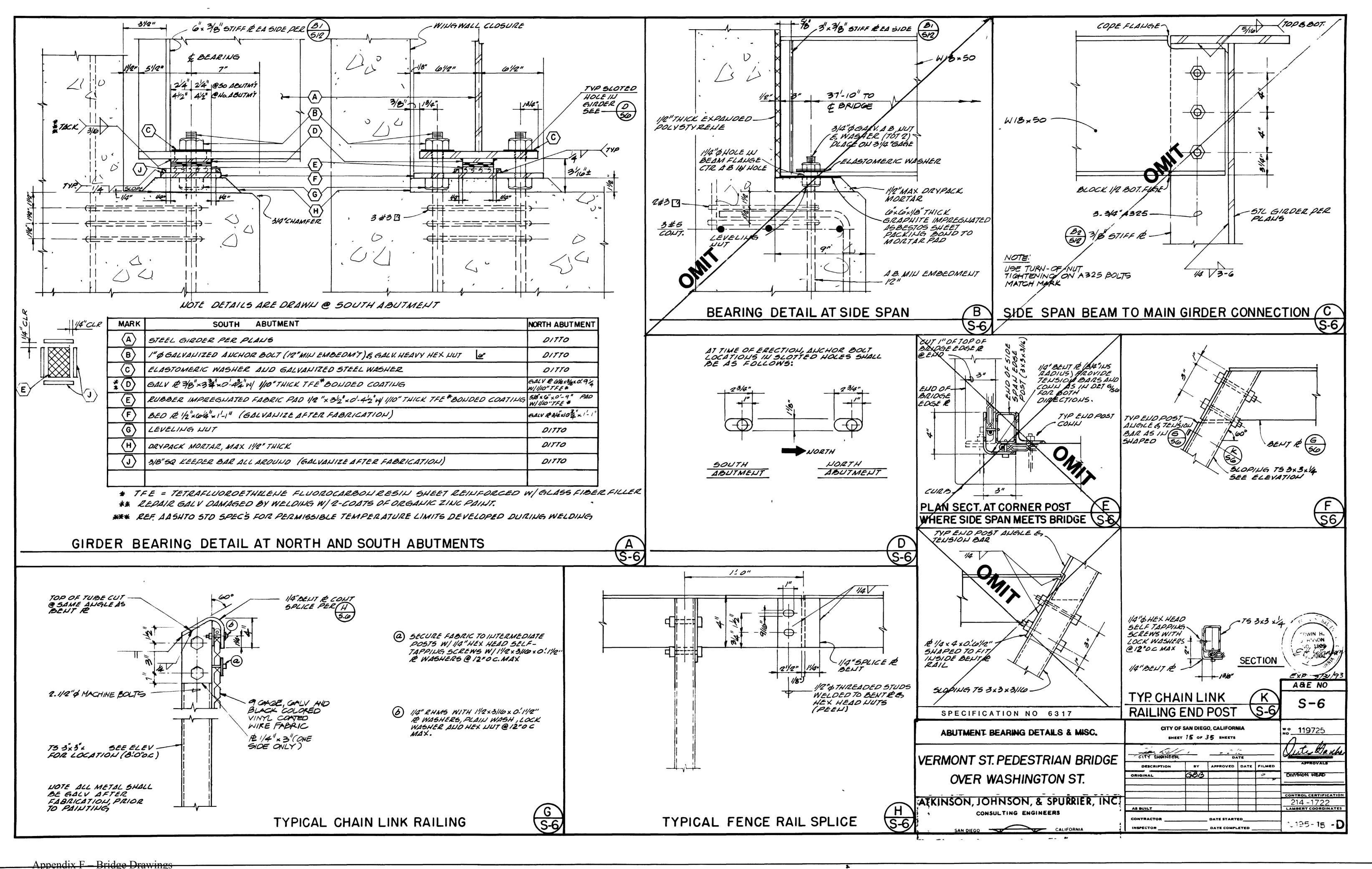


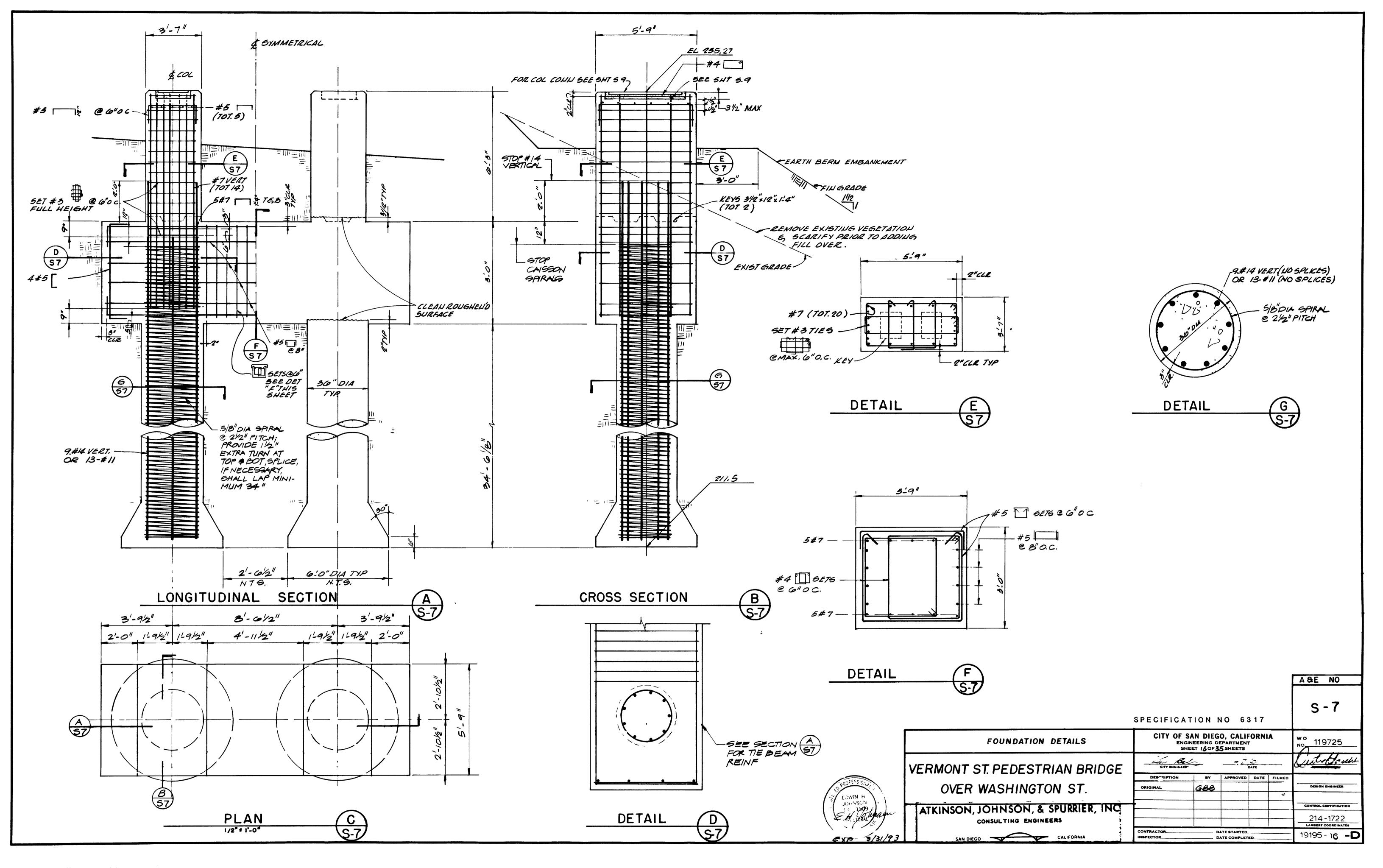
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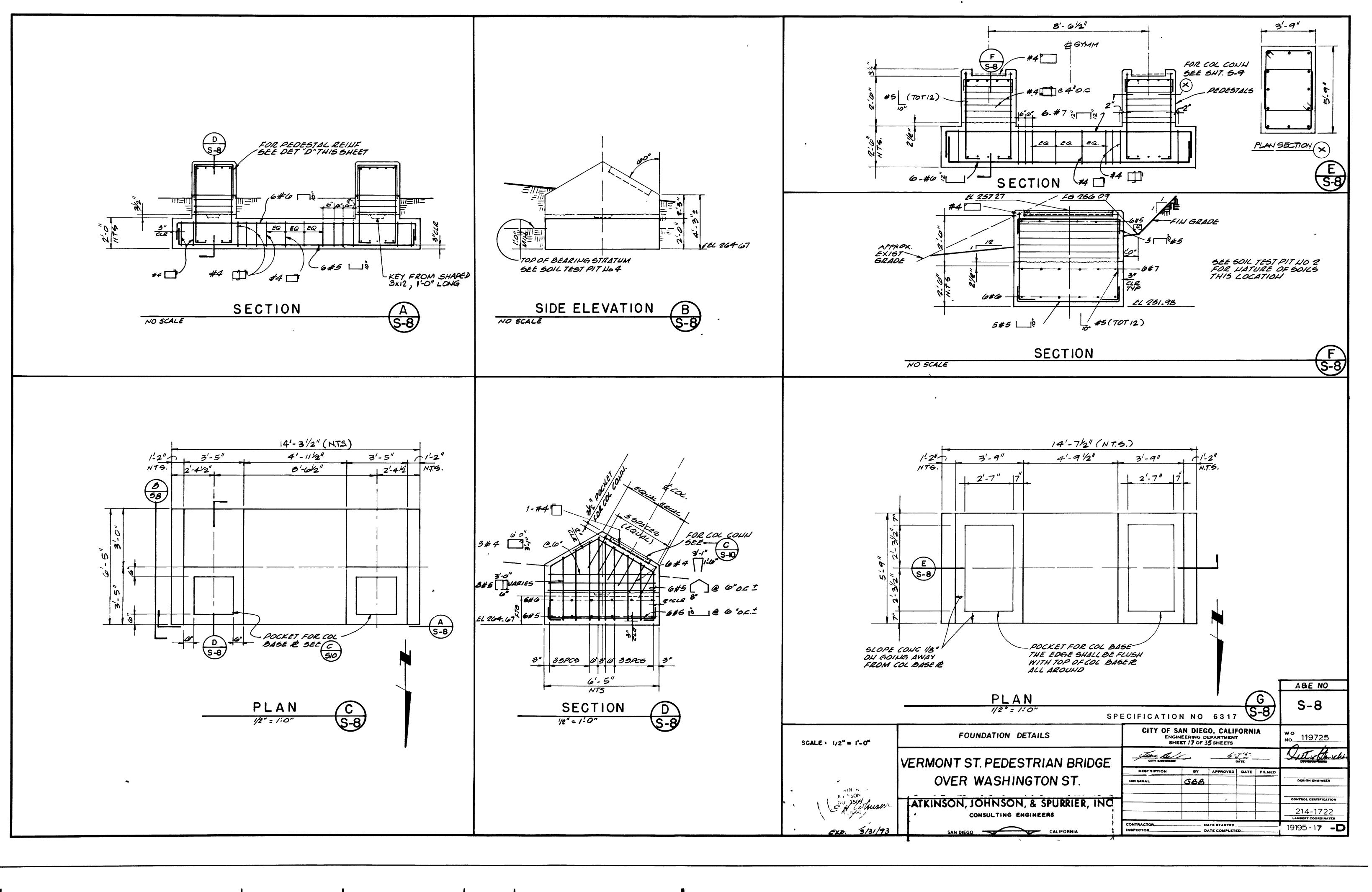


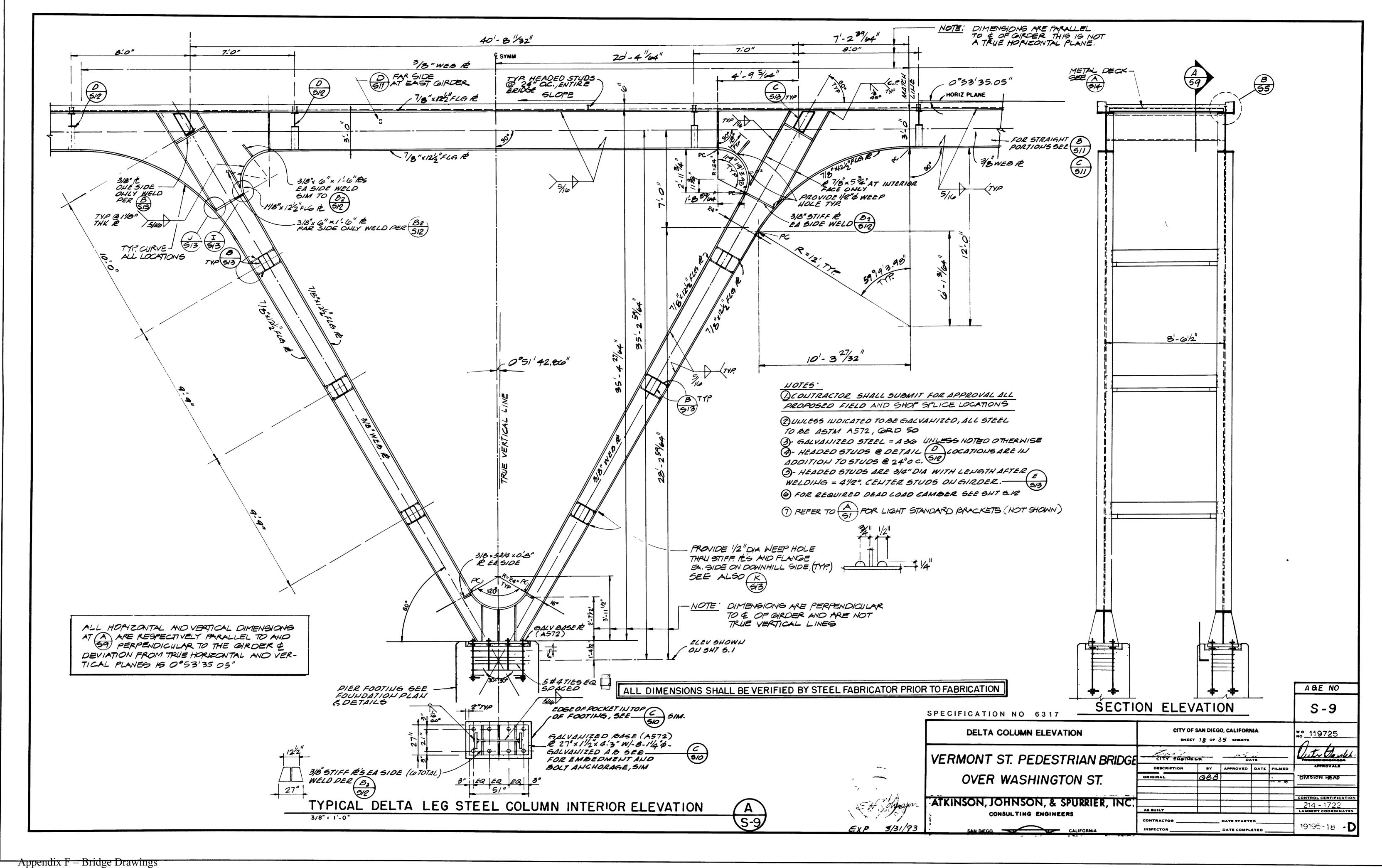


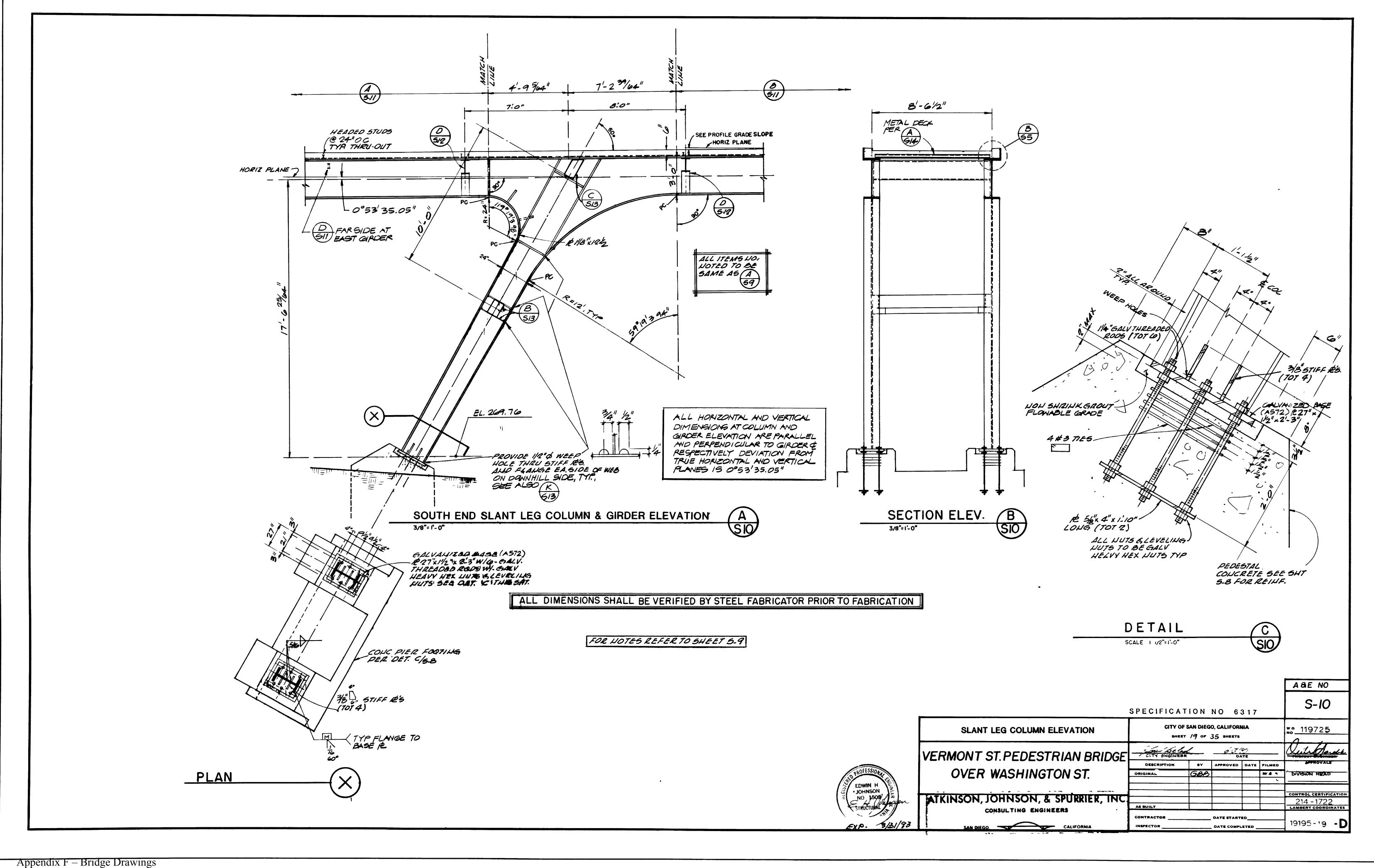


Appendix F - Bridge Drawings

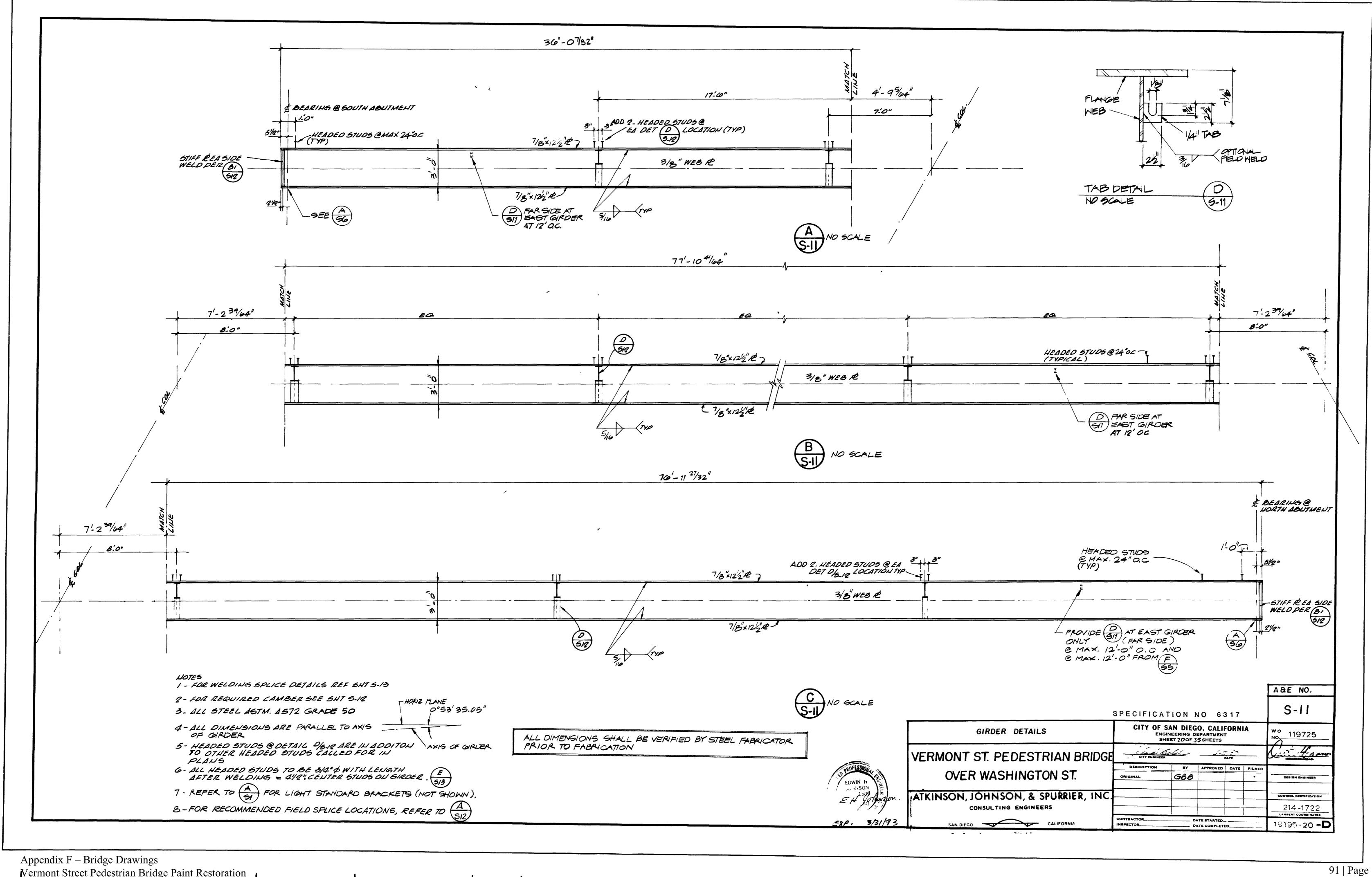
Vermont Street Pedestrian Bridge Paint Restoration

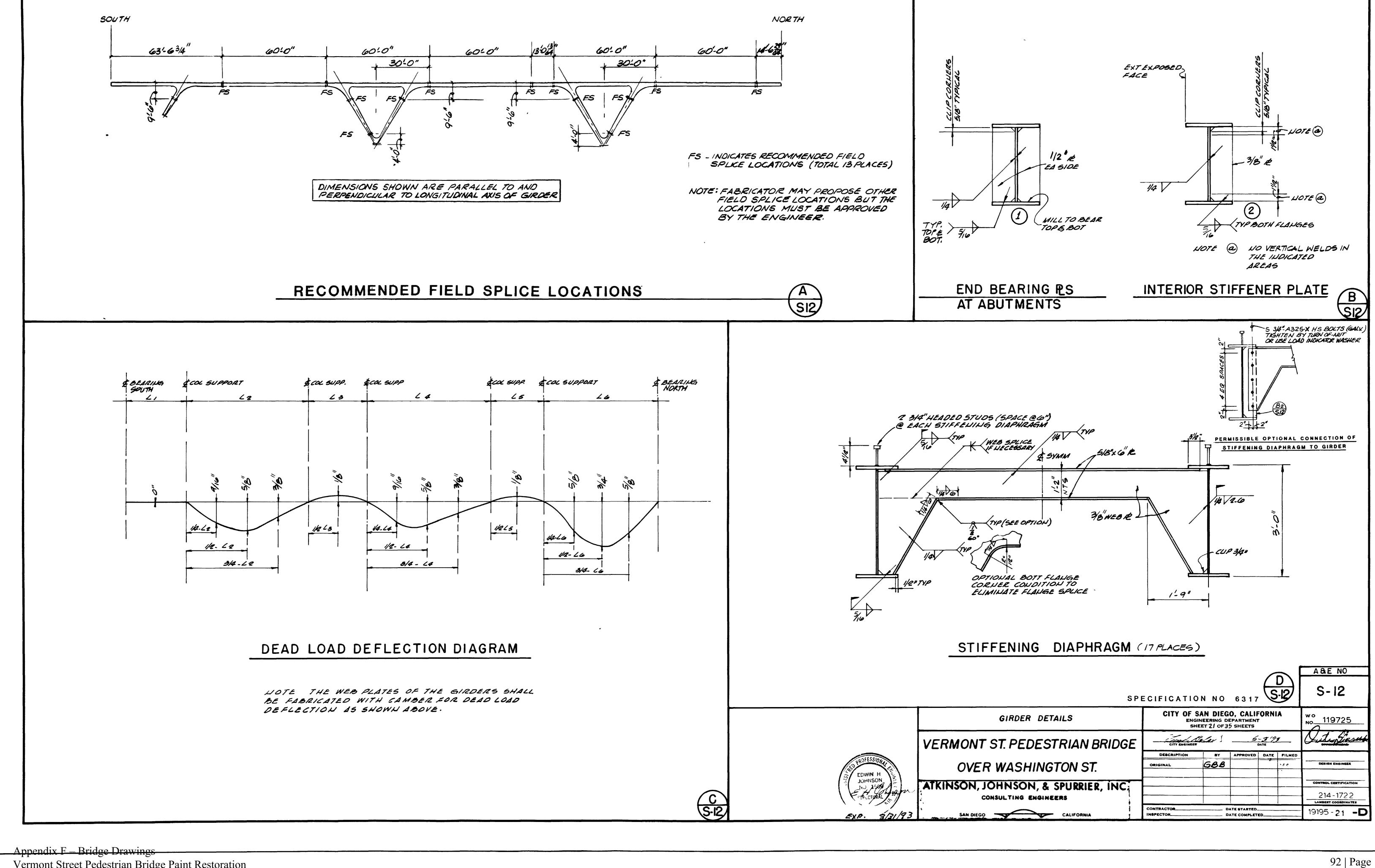


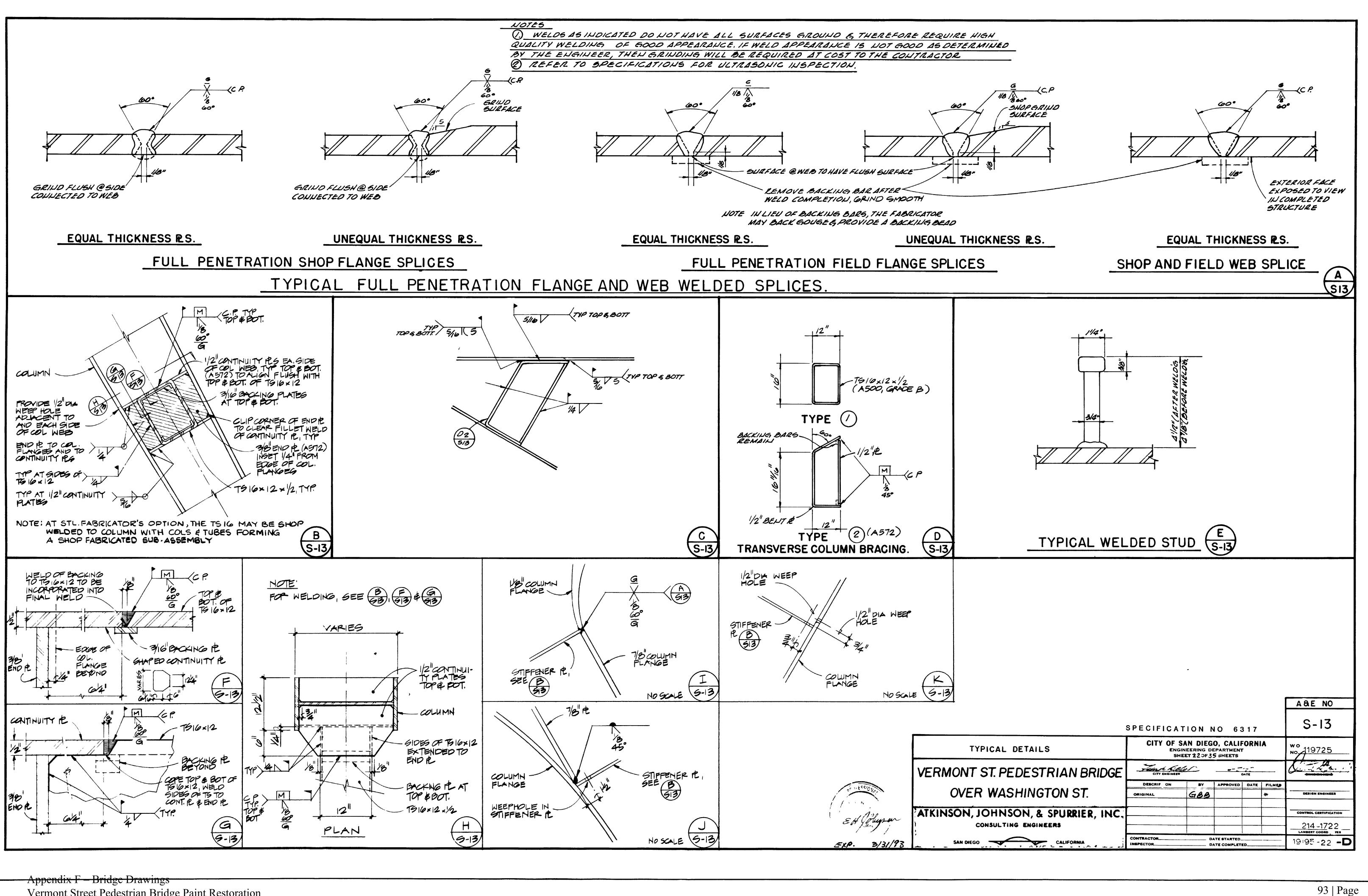


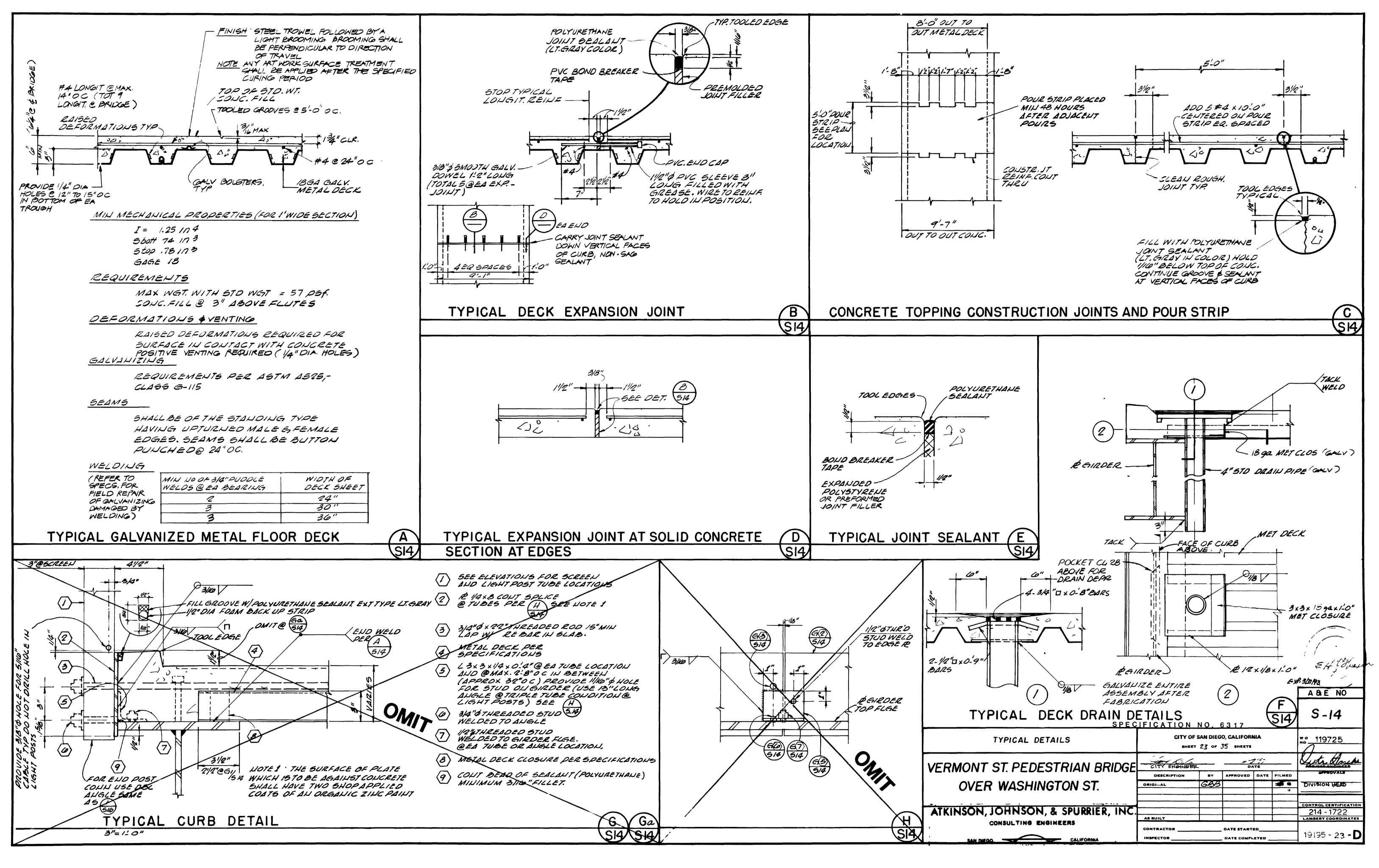


2 5





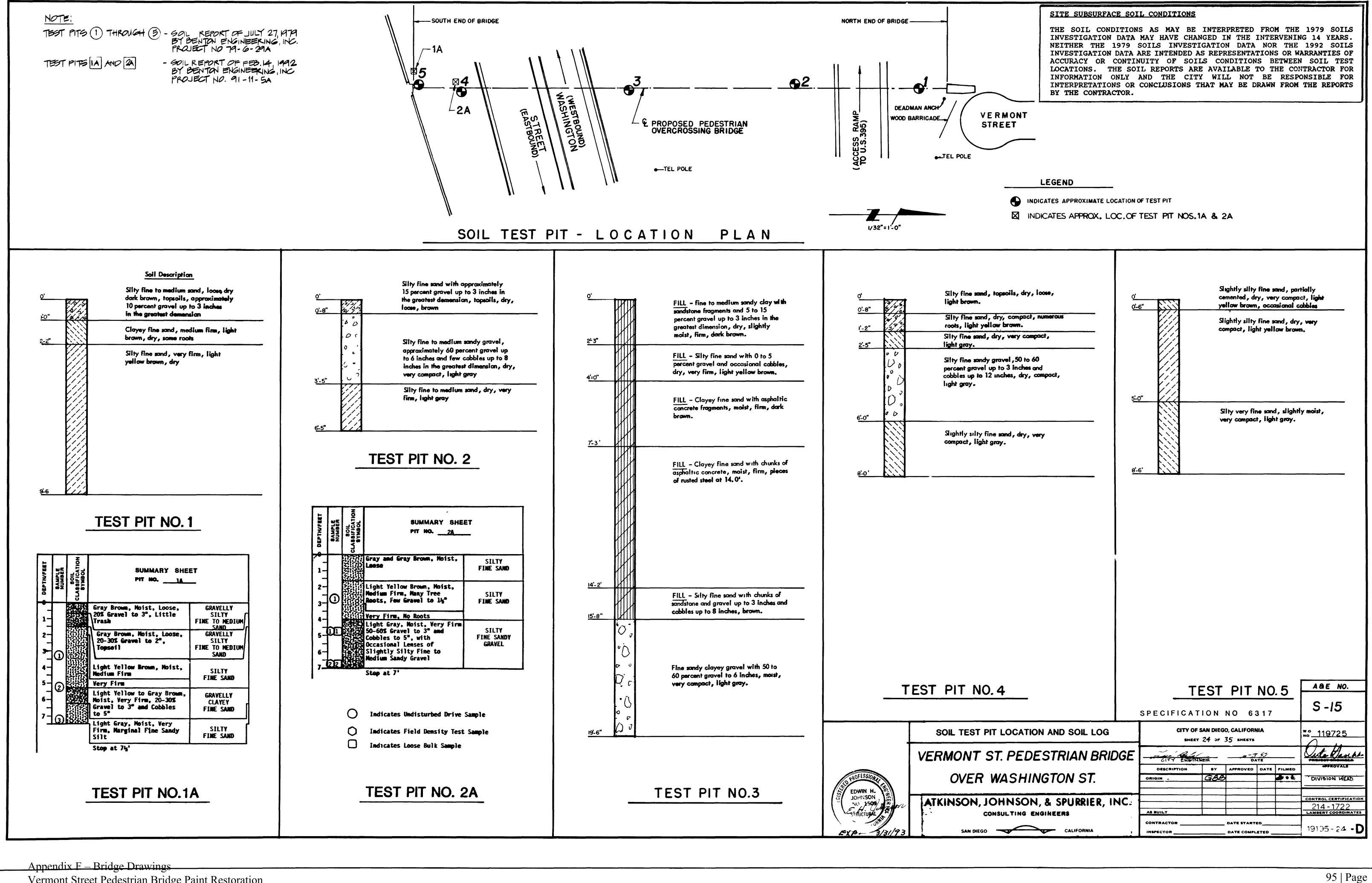


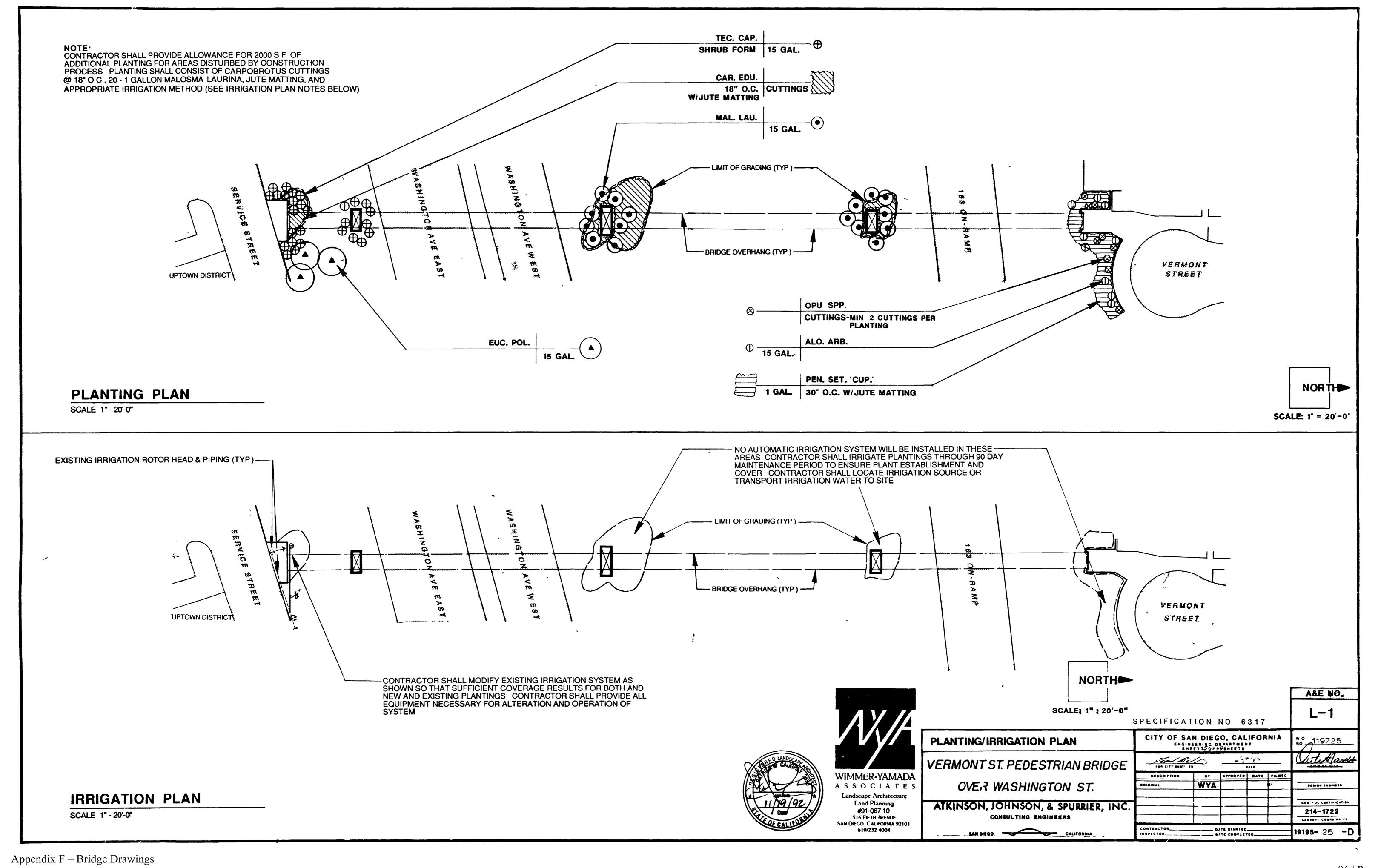


<u> Appendix F – Bridge Drawings</u>

Vermont Street Pedestrian Bridge Paint Restoration

2 3





FILMED FROM THE ORIGINAL BEST QUALITY OBTAINABLE

2 3 4IN.

## City of San Diego

#### **ADDENDUM "A"**

#### **FOR**

# VERMONT STREET PEDESTRIAN BRIDGE PAINT RESTORATION



BID NO.:	K-13-5721-DBB-2-B
SAP NO. (WBS/IO/CC):	11002527
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	3
PROJECT TYPE:	IB
The engineering Specifications and Special Provisi direction of the following Professional Engineer or	ons contained herein have been prepared by or under the Licensed Architect:

Professional Engineer or Licensed Architect Seal:



#### A. CHANGES TO THE BID SUBMITTAL DUE DATE AND TIME

The bid opening date for this project has been extended to 2:00 PM on August 23<sup>rd</sup>, 2012.

Proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California.

#### B. 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.

#### C. VOLUME 1:

- 1. To the SPECIAL NOTICE SMALL LOCAL BUSINESS ENTERPRISES (SLBE) AND EMERGING LOCAL BUSINESS ENTERPRISES (ELBE) PROGRAM, Item 7, Bid Discount, page 11, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - **7. BID DISCOUNT.** This contract **is not** subject to the Bid Discount program as described in The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2).
- 2. To the SUPPLEMENTARY SPECIAL PROVISIONS (SSP), PART 3 CONSTRUCTION METHODS SECTION 310 PAINTING Subsection 310-5.1.4 Payment. **ADD** the following:
  - 310-5.1.4 Payment. ADD the following:

All work, materials, clean up, waste, sand removal and surface preparation for painting the metal components of the bridge shall be included in the lump sum bid item for "Paint Railings and Screens" and "Paint Bridge w/CCDC Blue."

3. To the SUPPLEMENTARY SPECIAL PROVISIONS (SSP), Appendix E, 2.0 Scope of Work, pages 69 through 70, **DELETE** in their entirety and **SUBSTITUTE** with the following:

The Work shall include all materials, painting, clean-up, site inspection, waste and sand removal, masking to protect concrete, galvanized railings and other appurtenances. The Contractor shall secure a staging area. The staging area may be located within the Project limits. All paint shall be applied per manufacturer's specifications. All bridge components, railings and screens are subject to paint restoration and shall utilize the existing color scheme to ensure restoration is compatible with the existing structure. The light posts and all steel elements below the concrete bridge deck shall be painted CCDC blue. Railings and screens shall be painted flat black to a minimum of 2 mils thickness.

#### D. BIDDING DOCUMENTS

1. To the PROPOSAL (Bid), pages 10 through 12, **DELETE** in its entirety and **SUBSTITUTE** with page 3 of 5 through 5 of 5 of this Addendum.

Tony Heinrichs, Director Public Works Department

Dated: August 8, 2012

San Diego, California

TH/bd/ca/ls

#### PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
					BASE BID		
1.	1	LS	237310	2-4.1	Bonds (Payment and Performance)		\$
2.	1	LS	238320	9-3.1	Scaffolding w/ Protective Enclosure		\$
3.	1	LS	238320	310-5.1.4	Paint Railings and Screens and Paint Bridge w/CCDC Blue		\$
4.	1	LS	541330	801-9.4	Storm Water Pollution Prevention		\$
5.	1	LS	237990	7-5.3	Traffic Control		\$
6.	1	AL		7-5.3	Field Orders Type II		\$10,000.00
ESTIMATED TOTAL BASE BID						\$	

TOTAL BID PRICE FOR BID (Items 1 through 6 inclusive) amount written in words:

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on this Bid form.

List the Addenda received and being acknowledged:

If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, the Bid shall be rejected as being non-responsive.

August 8, 2012 ADDENDUM "A" Page 3 of 5

# 

Signature:

#### **BIDDING DOCUMENTS**

#### NOTES:

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

# City of San Diego

<b>CONTRACTOR'S</b>	NAME:
ADDRESS:	
TELEPHONE NO.	FAX NO.:
CITY CONTACT:	Ikhlass Shamoun, 2781 Caminito Chollas, MS 44, San Diego, CA 92105-5039
•	ishamoun@sandiego.gov, Phone No.: 619-527-7511, Fax No.: 619-527-7430
•	BD/LS/CA

## CONTRACT DOCUMENTS



## **FOR**

# VERMONT STREET PEDESTRIAN BRIDGE PAINT RESTORATION

VOLUME 2 OF 2

BID NO.:	K-13-5721-DBB-2-B	
SAP NO. (WBS/IO/CC):	11002527	
CLIENT DEPARTMENT:	2116	
COUNCIL DISTRICT:	3	
PROJECT TYPE:	IB	

#### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

> THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO INVITATION TO BIDS FOR TIME, DATE, AND LOCATION

#### TABLE OF CONTENTS

#### **Volume 2 - Bidding Documents**

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

<u>DESCRIPTION</u> PAGE		PAGE NUMBER
1.	Bid/Proposal	3-5
2.	Bid Bond	6
3.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid und and PCC 7106	
4.	Contractors Certification of Pending Actions	8
5.	Equal Benefits Ordinance Certification of Compliance	9
6.	Proposal (Bid)	10-12
7.	Form AA35 - List of Subcontractors	13
8.	Form AA40 - Named Equipment/Material Supplier List	14

#### **PROPOSAL**

#### **Bidder's General Information**

To the City of San Diego:

Proposal (Rev. June 2011)

Vermont Street Pedestrian Bridge Paint Restoration

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

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

IF A SC	<u>OLE OWNER OR SOLE CONTRACTOR SIGN HERE:</u>	•
(1)	Name under which business is conducted \( \mathcal{N} \) \( \mathcal{A} \)	
(2)	Signature (Given and surname) of proprietor	- The state of the
(3)	Place of Business (Street & Number)	
(4)	City and State	Zip Code
(5)	Telephone No Facsimi	e No
IF A P.	ARTNERSHIP, SIGN HERE:	
(1)	Name under which business is conducted \( \sum_{\begin{subarray}{c} \partial_{\begin{subarray}{c} \partial_{\begin{subarray}{c	
	Name of each member of partnership, indicate character of (limited):	of each partner, general or specia
	,	

····	BIDDING DOCUMENTS
(3)	Signature (Note: Signature must be made by a general partner)
	Full Name and Character of partner
(4)	Place of Business (Street & Number)
(5)	City and State Zip Code
(6)	Telephone No Facsimile No
	Name under which business is conducted Palm Eng. Construction (0)
(2)	Signature, with official title of officer authorized to sign for the corporation:  (Signature)  (Signature)  (Printed Name)  (Title of Officer)
(4) (5)	Incorporated under the laws of the State of Colifornia (Impress Corporate Seal Here)  Place of Business (Street & Number) 1330 D P Or trunkly ld. SHJ  City and State San Dillo Character Zip Code 1211  Telephone No. (1019) 291-1495 Facsimile No. (1019) 291-0482
THE F	COLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:
LICEN LICEN This li	ordance with the "INVITATION TO BIDS", the bidder holds a California State Contractor's for the following classification(s) to perform the work described in these specifications:  ISE CLASSIFICATION A C-27  ISE NO. 853930 EXPIRES 2/28, 2013  cense classification must also be shown on the front of the bid envelope. Failure to show classification on the bid envelope may cause return of the bid unopened.

E-Mail Address:

TAX IDENTIFICATION NUMBER (TIN): \_\_

#### THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_\_, State of \_\_\_\_\_\_.

(NOTARIAL SEAL)

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California	· ·
county of Sem 10 190	$-\int_{-\infty}^{\infty}$
on $0123112$ before me, $112$	Dery Y. Szich, Notory Public
Dale	Here Insert Name and Title of the Officer
personally appeared _ + USBU	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
MARY P. SZUCH Commission # 1861137	person(s), or the entity upon behalf of which the
Notary Public - California San Diego County	person(s) acted, executed the instrument.
My Comm. Expires Aug 14, 2013	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 Many Such
Place Notary Seal and/or Stamp Above	Signature of Notary Public
Though the information below is not required by law	w, it may prove valuable to persons relying on the document
	nd reattachment of this form to another document.
Description of Attached Document	·
Description of Attached Document Title or Type of Document:	
· · · · · · · · · · · · · · · · · · ·	Number of Pages:
Title or Type of Document:	$ar{ar{ar{ar{ar{ar{ar{ar{ar{ar{$
Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)	
Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:	Signer's Name:
Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):	Signer's Name: □ Corporate Officer — Title(s):
Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Individual	Signer's Name: Corporate Officer — Title(s): IT
Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Individual	Signer's Name: Corporate Officer — Title(s): IT
Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Individual	Signer's Name:  Corporate Officer — Title(s):  Individual Partner — Limited General Attorney in Fact Trustee
Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Individual	Signer's Name:  Corporate Officer — Title(s):  Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator
Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Individual	Signer's Name:  Corporate Officer — Title(s):  Individual Partner — Limited General Attorney in Fact Trustee
Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Individual	Signer's Name:  Corporate Officer — Title(s):  Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator
Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Individual	Signer's Name:  Corporate Officer — Title(s):  Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:

# BID BOND

Know all men by these presents,	
That PALM ENGINEERING CONSTRUCTION CO	MPANY, INC. as Principal, and
U.S. SPECIALTY INSURANCE COMPANY held and firmly bound unto The City of San Diego here OF THE TOTAL BID AMOUNT for the payment o bind ourselves, our heirs, executors, administrators, suffirmly by these presents.	f which sum, well and truly to be made, we
WHEREAS, said Principal has submitted a Bid to sai under the bidding schedule(s) of the OWNER's Contract	
VERMONT STREET PEDESTRIAN BRIDGE PAINT RES	STORATION, BID NO. K-13-5721-DBB-2-B
NOW THEREFORE, if said Principal is awarded a contant in the manner required in the "Invitation to Bids" en agreement bound with said Contract Documents, furnish furnishes the required Performance Bond and Payment void, otherwise it shall remain in full force and effect. It said OWNER and OWNER prevails, said Surety shall pasuit, including a reasonable attorney's fee to be fixed by the	nters into a written Agreement on the form of the the required certificates of insurance, and Bond, then this obligation shall be null and in the event suit is brought upon this bond by ay all costs incurred by said OWNER in such
SIGNED AND SEALED, this 22ND	day of AUGUST 20 12
PALM ENGINEERING  CONSTRUCTION COMPANY, INC. (SEAL)  (Principal)	U.S. SPECIALTY INSURANCE COMPANY (SEAL) (Surety)
Ву:	By: Marlo . ctatarot
(Signature) RASOUL SHAHBAZI, PRESIDENT	(Signature) MARK D. IATAROLA, ATTORNEY-IN-FACT
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF	

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	1
County of SAN DIEGO	
On <u>8/22/2012</u> before me,	MICHELLE M. BASUIL, NOTARY PUBLIC Here Insert Name and Title of the Officer
personally appeared	MARK D. IATAROLA  Name(s) of Signer(s)
	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
MICHELLE M. BASUIL  COMM. #1862575  SAN DIEGO COUNTY  M. COMM. EVD. AUG 24 2013	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
My Comm. Exp. AUG 24, 2013	Witness my hand and official seal.
Place Notary Seal Above	Signature Milelle M. Basuil Signature of Notary Public
	PTIONAL ————
Though the information below is not required by la	w, it may prove valuable to persons relying on the document nd reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document: BID BOND	
Document Date: 8/22/2012	Number of Pages: 1
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: MARK D. IATAROLA  Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	☐ Partner — ☐ Limited ☐ General  VT ☐ Attorney in Fact









### **POWER OF ATTORNEY**

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

#### John G. Maloney, Mark D. Iatarola or Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed

\*\*\*\*\*\*\*\*Fifteen Million\*\*\*\*\*\*\*

Dollars (\$ \*15,000,000.00\*)

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in-the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be here to affixed, this 3<sup>rd</sup> day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals (Micarowate Series 24, 1998)



Daniel P. Aguilar, Vice President

County of Los Angeles SS:

On this 3<sup>rd</sup> day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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

deburgh reese

(Seal)

DEBORAH REESE
Commission # 1926048
Notary Public - California
Los Angeles County
My Comm. Expires Mar 18, 2015

I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22ND day

AUGUST , 201

Corporate Seals

Bond No.

Agency No. 4013





Jeannie Lee, Assistant Secretary



# 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 My ss.
Rasoul Shahbazi, being first duly sworn, deposes and
says that he or she is
bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the bid is genuine and not collusive or sham;
that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or
sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder
or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not
in any manner, directly or indirectly, sought by agreement, communication, or conference with
anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost
element of the bid price, or of that of any other bidder, or to secure any advantage against the public
body awarding the contract of anyone interested in the proposed contract; that all statements
contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his
or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data
relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company
association, organization, bid depository, or to any member or agent thereof to effectuate a collusive
or sham bid.
Signed:
Title: Presiden
Subscribed and sworn to before me thisday of,20
Notary Public
(SEAL)

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  County of On Society Defore  Defore personally appeared	me,/////y	Here Insert Name and Title of the Officer ( Sharp Volt 24 Name(s) of Signer(s)	Puble
MARY P. SZUCH Commission # 1861 Notary Public - Califo San Diego County My Comm. Expires Aug 1	ev sul to his his pe pe 137 I c lav 1, 2013	no proved to me on the basis idence to be the person(s) whose bscribed to the within instrument and me that he/she/they executed s/her/their authorized capacity(ies) s/her/their signature(s) on the irson(s), or the entity upon behalmson(s) acted, executed the instrumentity under PENALTY OF PERJUNCS of the State of California that ragraph is true and correct.	name(s) is/are a acknowledged the same in and that by instrument the f of which the nent.
	Siq OPTION. ot required by law, it ulent removal and re	gnature:  Signature of Notary Pu  Max prove valuable to persons relying on to attachment of this form to another documents.	he document
Though the information below is n and could prevent fraud Description of Attached Docul Title or Type of Document:	Signove  OPTION  of required by law, it ulent removal and rement	gnature:  Signature of Notary Pu  Signature of Notary	he document nt.
Though the information below is n and could prevent fraud Description of Attached Docul Title or Type of Document: Document Date:	Signove  OPTION  of required by law, it in the continuous properties of th	gnature:  Signature of Notary Pu  May prove valuable to persons relying on to attachment of this form to another document.  Number of Pages:	he document nt.
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Though the information below is nand could prevent fraud  Description of Attached Docur  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above  Capacity(ies) Claimed by Signer	Signove OPTION of required by law, it fullent removal and rement it is series.	gnature:  Signature of Notary Pu  May prove valuable to persons relying on to attachment of this form to another document of the second Number of Pages:	he document nt.
Though the information below is nand could prevent fraud  Description of Attached Document:  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above  Capacity(ies) Claimed by Signer  Signer's Name:	Signove  OPTION  ot required by law, it ulent removal and rement  c: er(s)	gnature:  Signature of Notary Pu  AL  may prove valuable to persons relying on to attachment of this form to another document.  Number of Pages:  Signer's Name:	he document nt.
Though the information below is nand could prevent fraud  Description of Attached Docur  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above  Capacity(ies) Claimed by Signer  Signer's Name:  Corporate Officer — Title(s):  Individual  Partner — _ Limited _ General  Attorney in Fact	Signove OPTION.  ot required by law, it ulent removal and rement  c:	gnature:    Signature   Signature   Notary Put	he document nt.
Though the information below is nand could prevent fraud  Description of Attached Docur  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above  Capacity(ies) Claimed by Signer  Signer's Name:  Corporate Officer — Title(s):  Individual  Partner — Limited — General	Signove  OPTION  of required by law, it ulent removal and re ment  : er(s)  RIGHT THUMBPRINT OF SIGNER	gnature:  Signature of Netary Purple  MAL  may prove valuable to persons relying on to attachment of this form to another document  Number of Pages:  Signer's Name:  Corporate Officer — Title(s):  Individual Partner — Limited — General	he document nt. RIGHT THUMBPRINT OF SIGNER

## CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past ten 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 ten 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:
Contra Certifi	ed By Rasoul Shahlaz Title President  Signature  Date 8/28/12

USE ADDITIONAL FORMS AS NECESSARY

# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

#### CITY OF SAN DIEGO

## EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101 Phone (619) 533-3948 Fax (619) 533-3220

	COMPA	NY INFORMATION		
Company Name:	ralm Erg. Construct	GON CO. IN Contact Name: K	Rasoul Shahba	
Company Address	1330 Opportunit	4 Rd. SRJ Contact Phone: (	619)291-1495	
*	San Ollan CA	Contact Email:	palmosanin con	
Contract Title: \		CT INFORMATION	Start Date:	
	(if no number, state location): $V - (3)$	-5721 DO 2 2 - 1	End Date:	
Contract Number		UNDERSORDINANCE DIVOLIDAMINA		
The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:  Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.  Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.  Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.  Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.  Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.  Contractor shall submit EBO Certification of Compliance, signed under penalty of perjury, prior to award of contract.  NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.				
Please indicate vo	our firm's compliance status with the EBO. T	NEFITS ORDINANCE CERTIFICATION The City may request supporting documentate		
	I affirm <b>compliance</b> with the EBO because  ☐ Provides equal benefits to spouses ☐ Provides no benefits to spouses or ☐ Has no employees.	my firm <i>(contractor must <u>select one</u> reason</i> and domestic partners.	):	
	made a reasonable effort but is not able to	d employees a cash equivalent in lieu of equorovide equal benefits upon contract award. efits available to spouses but not domestic pole benefits to domestic partners.	I agree to notify employees of	
	r any contractor to knowingly submit any se execution, award, amendment, or administ			
firm understands contract or pay a	perjury under laws of the State of California the requirements of the Equal Benefits Ordi cash equivalent if authorized by the City.  The City of Signatory			
	FOR OFFI	CIAL CITY USE ONLY		

□ Approved

□ Not Approved -- Reason:

Equal Benefits Ordinance Certification of Compliance (Rev. June 2011) Vermont Street Pedestrian Bridge Paint Restoration

EBO Analyst:

Receipt Date:

(Rev 02/15/2011)

## PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
	BASE BID						
1	1	LS	238320	2-4.1	Bonds (Payment and Performance)		\$9000
2	1	LS	238320	9-3.1	Scaffolding w/ Protective Enclosure		
3	1	LS	238320	310-5.1.4	Paint Bridge w/CCDC Blue		\$ 250,000 \$185000
4	1	LS	237990	801-9.4	Water Pollution Control Program Implementation		\$ 5006
5	1	LS	237990	7-5.3	Traffic Control		\$ 30000
6	1	AL		7-5.3	Field Orders (Type II Allowance)		\$10,000.00
	ESTIMATED TOTAL BASE BID \$					s 489	,000

## BIDDING DOCUMENTS

TOTAL BID PRICE FOR	BID (Items 1	through 6 inclusive	) amount written	in words:
			,	

TOTAL BID PRICE FOR BID (Items I through 6 inclusive) amount written in words:
FOUR HUNDRED EIGHTY NINE THOUSAND
The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on this Bid form.
List the Addenda received and being acknowledged:
If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, the Bid shall be rejected as being <b>non-responsive</b> .
The names of all persons interested in the foregoing proposal as principals are as follows:
IMPORTANT NOTICE. If Didden on other interested negative state country, treesures and manager thereof. if a constraint state
IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names
Bidder: Palm Eng. Construction Co., Inc Rasoul Shahbazi Title: President + Treasurer, Secretary
Title: President + Treasurer Secretary
Business Address: 1330 Opportunity RJ., Ste. J
Place of Business: Sam DIVID, CA 92111
Place of Residence: Sam Dildo, CA 92111
Signature: R-

#### **BIDDING DOCUMENTS**

#### **NOTES:**

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

#### LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Name: 7. E. LITTLE Address: 4491 PACIFIC HWY City: 5. 5 Zip: Phone:	CONST.	SANDBLAGT	12,500	GBE		
Name:						
Name:           Address:           City:         State:           Zip:         Phone:					-	

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

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

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: LIST OF SUBCONTRACTORS

Form Number: AA35

Vermont Street Pedestrian Bridge Paint Restoration

(Rev. June 2011)

.0256

#### NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

Form Number: AA40

Vermont Street Pedestrian Bridge Paint Restoration