

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Damian Singleton.- Contract Specialist, Email: [DSingleton@saniego.gov](mailto:DSingleton@saniego.gov)  
Phone No. (619) 533-3482, Fax No. (619) 533-3633  
NAberra/KAsgharzadeh/LAD

## CONTRACT DOCUMENTS

## FOR



## JUAN STREET – CONCRETE REPLACEMENT PROJECT

VOLUME 1 OF 2

BID NO.: \_\_\_\_\_ **K-14-5070-DBB-3**  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ **S-00602/B-11101**  
CLIENT DEPARTMENT: \_\_\_\_\_ **2113**  
COUNCIL DISTRICT: \_\_\_\_\_ **2**  
PROJECT TYPE: \_\_\_\_\_ **ID**

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

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

**BID DUE DATE:**

**2:00 PM**  
**MARCH 12, 2014**  
**CITY OF SAN DIEGO**  
**PUBLIC WORKS CONTRACTING GROUP**  
**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**  
**SAN DIEGO, CA 92101**

# ENGINEER OF WORK

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

Frederick E. Wickman

1) Registered Engineer

1/27/14

Date

Seal:



A. Palaseyed

2) For City Engineer

1/27/14

Date

Seal



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# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **Juan Street – Concrete Replacement Project**.
2. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
3. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
4. **EQUAL OPPORTUNITY CONTRACTING PROGRAM:**
  - 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	<b>11.4 %</b>
2. ELBE participation	<b>22.0 %</b>
3. Total mandatory participation	<b>33.4 %</b>
  - 4.2. The Bidders are **required** to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City’s document titled “SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal” available at: <http://www.sandiego.gov/eoc/>
  - 4.3. The Bid will be declared non-responsive if the Bidder fails the following mandatory conditions:
    - 4.3.1. Attending the Pre-Bid Meeting.
    - 4.3.2. Bidder’s inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
    - 4.3.3. 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 Days** of the Bid opening if the overall mandatory participation percentage is not met.

- 4.4. For additional Equal Opportunity Contracting Program requirements, see Attachment C.
5. **PRE-BID MEETING:**
- 5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101 **at 10:00 A.M., on February 13, 2014.**
- 5.2. **The Pre-Bid Meeting has been designated as MANDATORY. All potential bidders are required to attend.** Bid will be declared **non-responsive** if the Bidder fails to attend the Pre-Bid Meeting when specified to be mandatory. Attendance at the Pre-Bid Meeting will be evidenced by the representative's signature on the attendance roster. It shall be the responsibility of the Bidder's representative to complete and sign the attendance roster. **No Bidder will be admitted after the specified start time of the mandatory Pre-Bid Meeting.**
- 5.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.
6. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 6.1. **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based contract compliance website, Prism®, located here:  
  
<https://pro.prismcompliance.com/default.aspx>.
- 6.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
7. **JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
8. **PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract.
- 8.1. **STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.**
- 8.1.1. In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). The

Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.

**8.1.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.

**8.1.3.** The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.

**8.1.4.** The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

## **9. INSURANCE REQUIREMENTS:**

**9.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.

**9.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

## **10. PREQUALIFICATION OF CONTRACTORS:**

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

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

**10.2.** 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 Contracting Group, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).

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

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

**12. INFORMATION AVAILABLE DURING BIDDING:** Certain information has been prepared during the design of this project. This information is available for review by potential bidders at the City of San Diego, 525 B Street, Suite 750, San Diego, California Attn: Nitsuh Aberra. The following information is available:

**STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

<http://ftp.sannet.gov/OUT/ECP/ROWD-Bridges/Juan%20Street%20Concrete%20Replacement%20Project/>

**13. 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.

**14. CITY’S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole

responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

15. **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.
16. **SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-1.6, “Trade Names or Equals” in The WHITEBOOK and as amended in the SSP.
17. **AWARD PROCESS:**
  - 17.1. The Award of this contract is contingent upon the Contractor’s compliance with all conditions precedent to Award.
  - 17.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
  - 17.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
18. **SUBCONTRACT LIMITATIONS:** The Bidder’s attention is directed to Standard Specifications for Public Works Construction, Section 2-3, “SUBCONTRACTS” in The GREENBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements shall render the Bid **non-responsive** and ineligible for award.
19. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City’s website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
20. **SUBMISSION OF QUESTIONS:**
  - 20.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:  
  
Public Works Contracting Group  
1010 Second Avenue, 14<sup>th</sup> Floor  
San Diego, California, 92101  
Attention: [Contract Specialist listed on the front cover hereof]  
  
OR:  
  
Email address of the Contract Specialist listed on the front cover hereof.

- 20.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 20.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 20.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
21. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
22. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
23. **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.
- 23.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 23.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 23.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 23.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
24. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 24.1. With the exception of the contracts valued \$5,000 or less, JOC 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.

- 24.2. 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.
- 24.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

**25. AWARD OF CONTRACT OR REJECTION OF BIDS:**

- 25.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 25.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 25.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 25.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 25.5. 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-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- 25.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 25.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.

**25.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

**26. BID RESULTS:**

**26.1.** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.

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

**27. THE CONTRACT:**

**27.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

**27.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

**27.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

**27.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

**27.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the

next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 28. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 29. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 29.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 29.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 29.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 29.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 29.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 29.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 29.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 30. PRE-AWARD ACTIVITIES:**
- 30.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- 30.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.
- 31. ADDITIVE/DEDUCTIVE ALTERNATES:**
- 31.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project’s budget and enable the

City to make decision prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).

**31.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

**32. REQUIRED DOCUMENT SCHEDULE:**

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

**32.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City’s web site at:

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

<b>ITEM</b>	<b>WHEN DUE</b>	<b>FROM</b>	<b>DOCUMENT TO BE SUBMITTED</b>
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA45 - Subcontractors Additive/Deductive Alternate
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE Good Faith Efforts Documentation

<b>ITEM</b>	<b>WHEN DUE</b>	<b>FROM</b>	<b>DOCUMENT TO BE SUBMITTED</b>
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
11.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance
21.	PRIOR TO PRE-CONSTRUCTION MEETING	LOW BIDDER	Contractor's Experience. See Section 308

**CONTRACT FORMS**  
**AGREEMENT**

## CONTRACT FORMS

---

### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and DICK MILLER, INC., herein called "Contractor" for construction of Juan Street – Concrete Replacement Project; Bid No. K-14-5070-DBB-3; in the amount of FOUR MILLION FIVE HUNDRED FOURTY-THREE THOUSAND FIVE HUNDRED FOURTY-THREE DOLLARS AND 00/100 (\$4,543,543.00), which is comprised of the **Base Bid plus Additive Alternates A and B.**

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

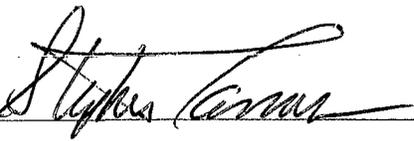
1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled Juan Street – Concrete Replacement Project, on file in the office of the Public Works Department as Document No. S-00602/B-11101, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Juan Street – Concrete Replacement Project, Bid Number K-14-5070-DBB-3, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

By 

Jan I. Goldsmith, City Attorney

By 

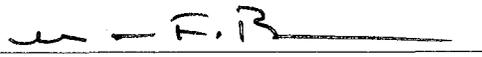
Print Name: Stephen Samara  
Senior Contract Specialist, Public Works

Print Name: RYAN P. GERRITY  
Deputy City Attorney

Date: 5-28-14

Date: 5/23/2014

CONTRACTOR

By 

Print Name: Glen F. Bullock

Title: President

Date: 5-16-2014

City of San Diego License No.: B2014004558

State Contractor's License No.: 380204

**CONTRACT FORMS  
ATTACHMENTS**

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

---

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

**DICK MILLER, INC.** \_\_\_\_\_, a corporation, as principal, and \_\_\_\_\_, 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 MILLION FIVE HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED FORTY-THREE DOLLARS AND 00/100 (\$4,543,543.00)**, which is comprised of the Base Bid plus Additive Alternates A and B for the faithful performance of the annexed contract, and in the sum of **FOUR MILLION FIVE HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED FORTY-THREE DOLLARS AND 00/100 (\$4,543,543.00)**, which is comprised of the Base Bid plus Additive Alternates A and B for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Juan Street – Concrete Replacement Project**, Bid Number **K-14-5070-DBB-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

---

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

**DICK MILLER, INC.**, \_\_\_\_\_, a corporation, as principal, and  
The Ohio Casualty Insurance Company \_\_\_\_\_, a corporation authorized to do business  
in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and  
severally, to The City of San Diego a municipal corporation in the sum of  
**FOUR MILLION FIVE HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED**  
**FOURTY-THREE DOLLARS AND 00/100 (\$4,543,543.00)**, which is comprised of the Base Bid plus  
Additive Alternates A and B for the faithful performance of the annexed contract, and in the sum of  
**FOUR MILLION FIVE HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED**  
**FOURTY-THREE DOLLARS AND 00/100 (\$4,543,543.00)**, which is comprised of the Base Bid plus  
Additive Alternates A and B for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Juan Street – Concrete Replacement Project**, Bid Number **K-14-5070-DBB-3**, 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.

\*Premium subject to  
change based on final  
contract price.\*

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

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

Dated May 14, 2014

Approved as to Form and Legality

Dick Miller, Inc.  
Principal

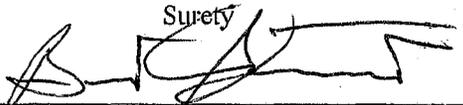
By M-F-B

Glen F. Bullock  
Printed Name of Person Signing for Principal

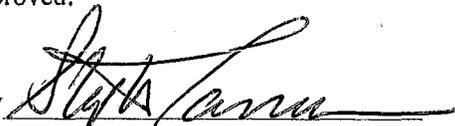
Jan I. Goldsmith, City Attorney

By   
Deputy City Attorney

The Ohio Casualty Insurance Company  
Surety

By   
Bart Stewart, Attorney-in-fact

Approved:

By   
Stephen Samara  
Senior Contract Specialist  
Public Works Contracting Group

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

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

(714) 634-3311  
Local Telephone No. of Surety

Premium \$ 38,700

Bond No. 024056003

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6288766

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

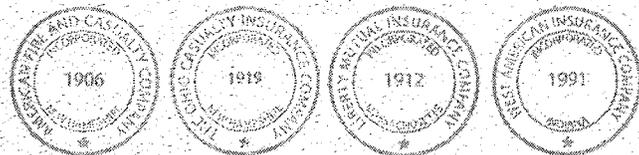
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart; Brittany Aceves

all of the city of Enclitas, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of September, 2013.



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

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 3rd day of September, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May, 2014.



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

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

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 05/14/2014 before me, Brittany Aceves, Notary Public  
(Here insert name and title of the officer)

personally appeared Bart Stewart

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

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

WITNESS my hand and official seal.

*[Handwritten Signature]*  
 Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

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

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

# CONTRACTOR CERTIFICATION

---

## DRUG-FREE WORKPLACE

PROJECT TITLE: Juan Street – Concrete Replacement Project

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

DICK MILLER INC.

(Name under which business is conducted)

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

Signed GFB

Printed Name Glen F. Bullock

Title President

## CONTRACTOR CERTIFICATION

---

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

PROJECT TITLE: Juan Street – Concrete Replacement Project

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

Dick Miller Inc.

(Name under which business is conducted)

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

Signed Glen F. Bullock

Printed Name Glen F. Bullock

Title President

# CONTRACTOR CERTIFICATION

## CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Juan Street – Concrete Replacement Project

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

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

Dated this 16<sup>th</sup> Day of May, 2014.

Signed Glen F. Bullock

Printed Name Glen F. Bullock

Title President

**AFFIDAVIT OF DISPOSAL**

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

**Juan Street – Concrete Replacement Project**

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-14-5070-DBB-3**; SAP No. (WBS/IO/CC) **S-00602/B-11101**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Contractor  
by

**ATTEST:**

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

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

Notary Public in and for said County and State

# ATTACHMENTS

# **ATTACHMENT A**

## **SCOPE OF WORK**

## SCOPE OF WORK

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

Replacement of concrete streets, sidewalks, pedestrian ramps, curb and gutter, ADA curb ramps, electric boxes and conduits, upgrade water mains, valves, water services, fire hydrants, upgrade storm drain and drainage inlets also installing new storm drain and drainage inlets, driveways and improvements on private driveways as needed.

- 1.1. The Work shall be performed in accordance with:

- 1.1.1. The Notice Inviting Bids and Plans numbered **36630-1-D** through **36630-42-D** and **36630-T1-D** through **36630-T39-D** inclusive.

2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$5,314,000.00**
3. **LOCATION OF WORK:** See Appendix F.
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **220 Working Days**.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

- 5.1. The City has determined the following licensing classification for this contract:

- CLASS A

**ATTACHMENT B**

**INTENTIONALLY LEFT BLANK**

## **ATTACHMENT C**

### **EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## EQUAL OPPORTUNITY CONTRACTING PROGRAM

1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE each in its entirety, and SUBSTITUTE with the following:

### **D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

#### **1. Nondiscrimination in Contracting Ordinance.**

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

1. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
  2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
  3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
  5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

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

**ATTACHMENT D**

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# ATTACHMENT E

## SUPPLEMENTARY SPECIAL PROVISIONS

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

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

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

#### **1-2 TERMS AND DEFINITIONS.**

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

The Normal Working Hours are **8:00 AM to 4:00 PM**. Night work will occur in the designated commercial areas of Juan Street and Taylor Street.

Night work shall be completed between the hours of **10:00 PM to 5:00 AM**.

The Contractor will be responsible for obtaining a noise abatement permit when such a permit is required to perform the Work at night. Payment for the permit shall be included in various Bid items.

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

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

#### **2-5.3.1 General.** To the City Supplement, ADD the following

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
  - a) The product type or category is not in the AML.
  - b) The AML does not list at least two available manufacturers of the product.

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

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

The Product Submittal Form is available for download at:

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

## SECTION 4 - CONTROL OF MATERIALS

### 4-1.3.2 **Inspection of Materials Not Locally Produced.** ADD the following:

The Engineer will perform inspection of out-of-town manufacturer for the items of Work specified here:

- a) Water Main Pipe
- b) Storm Drain Pipe

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

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

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

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

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

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

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

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- a) The entire project limits for The Old Town Fiesta Cinco de Mayo event; usually the weekend of or just before May 5, (inclusive).
- b) The entire project limits for The Old Town Art Festival; first weekend of October (inclusive).

- c) The entire project limits for The Dia de los Muertos celebration; November 1<sup>st</sup> & 2<sup>nd</sup> .
- d) The entire project limits for the December holidays, last week of December.

**6-7.1 General.** To the City Supplement, ADD the following:

- 5. For Water projects where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Contractor shall plan and schedule work accordingly. No additional payment or working days will be granted for delays due to this moratorium.
- 6. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

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

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

**7-3.1 Policies and Procedures.**

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

**7-3.2 Types of Insurance.**

**7-3.2.1 Commercial General Liability Insurance.**

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

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

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

1. You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles (“Any Auto”).
2. All costs of defense must be outside the limits of the policy.

**7-3.2.6 Railroad Protective Liability Insurance.** Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross must be deleted from all policies to which they may apply. Alternatively, the Contractor may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

**7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI”

by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

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

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

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

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance**

**7-3.5.1.1 Additional Insured.**

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

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

**7-3.5.1.3 Project General Aggregate Limit.**

The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments

which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

**7-3.5.2 Commercial Automobile Liability Insurance.**

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

**7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

**7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

**7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

**7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

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

1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

2. Limits for this insurance must be not less than the following:

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

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance

in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

**7-4.1.1 Waiver of Subrogation.**

The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

**7-5 PERMITS, FEES, AND NOTICES.** To the City Supplement, ADD the following:

The City will obtain, at no cost to the Contractor; the following permits:

1. Site Development Permit

**7-5.2 CALTRANS ENCROACHMENT PERMIT.** ADD the following:

The Contractor is responsible for obtaining a duplicate permit for Caltrans Encroachment Permit, 11-13-NDM0297 and paying the required fees. The permit can be obtained after the payment of fees at the Caltrans permit office located at 4050 Taylor Street, San Diego, CA 92110. Permit must be obtained prior to the start of Work.

**7-8.3 Noise Control.** ADD the following:

For all the night work or other work activities that might exceed the City's noise ordinance, the Contractor shall be responsible for obtaining any applicable permits, including but not limited to, a Noise Abatement Permit from the Development Services Department, as well as submitting and obtaining approval for a Noise Abatement Plan to the Engineer prior to performing any work under these circumstances. For any potentially loud work activities outside the night time hours described herein, the Contractor shall comply with requirements of the Noise Abatement Permit. For any work performed after 7:00 PM and before 10:00 PM, the Contractor shall comply with the permit requirements, except that the time limit of acceptable noise shall not exceed 75 decibels averaged over each hour.

For all night work after 10:00 PM, the Contractor shall comply with the permit requirements and shall limit and control the construction activities so that the noise associated with the night work shall not at anytime exceed 60 decibels as averaged over each hour, nor 2 decibels above the level of existing measured ambient noise for that same hour, whichever is less. Notwithstanding the above referenced noise limitations, night work noise shall not be at any time after 10:00 PM, 65 decibels (no averaging) , nor 5 decibels above the level of existing measured ambient noise for that same 15 minute period, whichever is less. All noise limits shall be defined as those measured at the right-of-way limits closest to the work.

The Contractor shall be responsible for all the steps necessary to meet these requirements which may include such items as modified demolition techniques, altered work sequences, temporary sound barriers, quieted air compressors, modified backup alarms, and additional mufflers. The Noise Abatement Plan shall include details of all such items and the requirements of the approved plan shall be adhered to at all times, unless otherwise directed by the Engineer.

The Contractor shall retain a certified noise measurement specialist and have them on-site at times during the night work to record and verify that noise limitations described herein are adhered to. The noise specialist shall notify the Engineer of any violation of these requirements immediately and submit interim results to the Engineer on a daily basis as well as a final complied report of the results at the conclusion of all night work. The Contractor shall be solely responsible for any and all damages and City fines that may result from violations of these requirements. A deductive change order will be issued to compensate the City.

The payment for Noise Permit shall be included in various bid items.

**7-10.5.3 Steel Plate Covers.** Table 7-10.5.3(A), REVISE the plate thickness for 5’-3” trench width to read 1 ¾”.

**7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

**7-16.2.2 Weekly Updates Recipients.** Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Abi Palaseyed, Senior Engineer, [Apalaseyed@sandiego.gov](mailto:Apalaseyed@sandiego.gov)

Nitsuh Aberra, Project Manager, [Naberra@sandiego.gov](mailto:Naberra@sandiego.gov)

George Qsar, Senior Engineer (Field ), [GQsar@sandiego.gov](mailto:GQsar@sandiego.gov)

## SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

## SECTION 9 - MEASUREMENT AND PAYMENT

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

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

**ADD:**

- 9-3.7 Compensation Adjustments for Price Index Fluctuations.** This Contract is subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

**SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS**

- 201-1.1.1 General.** ADD the following:

Colored Concrete for sidewalk and curb access ramp improvements along Juan Street shall be “Sombrero Buff,” with the exception of the improvements at the northwest corner of Juan Street and Sunset Road, which shall be “Coral”. Colored concrete for the sidewalk improvements on the west side of Sunset Road shall also be “Coral.”

The Contractor shall submit 2’ x 2’ sample panel for Engineer acceptance prior to the placement of colored concrete improvements. “Sombrero Buff” color shall match existing PCC sidewalk on the west side of Harney south of Juan Street adjacent to the parking lot across from the Best Western Hotel. “Coral” color shall match existing PCC sidewalk located at 4184 Arden Street. Approved sample panels shall be the basis for acceptance of permanent colored concrete improvements.

- 201-1.1.2 Concrete Specified by Class and Alternate Class.** To the City Supplement, No. 1, DELETE in its entirety and SUBSTITUTE with the following:

Concrete for “Concrete Pavement” shall be as specified in Section 201-1.1.4 of these Supplementary Special Provisions.

- 201-1.1.4 Concrete Specified by Compressive Strength.** ADD the following:

Concrete for pavement shall provide a 28-day compressive strength of 5,000 psi with a 48 hour compressive strength of 3,000 psi. Combined aggregate grading shall conform to Grading A as specified in Table 201-1.3.2 (A) with a 1% accelerating admixture , “Polarset” or equal.

**SECTION 207 – PIPE**

- 207-10.1 General.** ADD the following:

Steel pipe shall be manufactured with a cylinder wall thickness of one quarter of an inch (0.25”). Fabricated pipe shall be subject to inspection at the source in accordance with Section 4, “Control of Materials”, of the Standard Specifications.

- 207-10.2.5 Joints.** ADD the following:

All non-flanged pipe shall be manufactured with lap joints for field welding in accordance with standard detail SDW-108. Field welding shall conform to AWWA C 206 standard for field welding of steel water pipe. Joints for pipeline and fittings 24-inches and smaller shall be repaired with mortar lining and video inspected in

accordance with Section 306-1.4.8. Video inspection equipment shall be suitable for potable water pipelines and allow 360 degree inspection of joint repair.

Shop drawings for all pipe and specials shall include details of a typical field welded joint and the required lining and coating hold-back.

**207-10.2.7 Special Sections.** ADD the following:

The minimum radius of elbows shall be 2.5 times the pipe diameter and the maximum miter angle on each section of the elbow shall not exceed 11 ¼ degrees. Fitting ends shall mate with the type of joint or coupling specified for the pipe. Specials and fittings that cannot be mechanically lined and coated shall be lined and coated by hand-application using the same materials as are used for the pipe and in accordance with the applicable AWWA standards.

**207-10.2.8 Welding.** ADD the following:

All field welding shall be done by skilled welders, welding operators, and tackers who have had adequate experience in the methods and materials to be used. Welders shall be qualified under the provisions of ANSI/AWS D1.1 not more than 6 months prior to commencing work on the pipeline. Machines and electrodes similar to those used in the work shall be used in qualification tests. The contractor shall furnish all material and bear the expense of qualifying welders. The contractor shall submit a pre-qualified welding procedure specification (WPS) per ANSI/AWS D1.1 for field welding pipe joints. If a pre-qualified WPS is not applicable, the contractor shall be responsible to qualify by testing or submit an applicable Procedure Qualification Record at no additional cost to the Owner.

**207-10.4.2 Cement-Mortar Lining.** ADD the following:

All cement to be used shall be Type II low alkali Portland cement conforming to ASTM C150. Pipe shall have a minimum cement mortar lining thickness of 3/8 inches and shall be in accordance with AWWA C205. All internally coated joints shall be subject to inspection by the Owner or Owner's agent. Any defects shall be repaired by the Contractor to the satisfaction of the Engineer at no additional cost to the Owner.

**207-10.4.7 Cement Mortar Lining and Polyolefin Tape Coating.** ADD the following:

The Tape system shall consist of at least three layers consisting of the following:

1. Primer Layer
2. Inner Layer Tape – Corrosion protective tape (20 mils) with black exterior.
- 3A. Outer Layer Tape – Mechanical protective tape (30 mils) with gray exterior.
- 3B. Outer Layer Tape - Mechanical protective tape (30 mils) with white exterior.

The total thickness of the tape coating shall be at least 80 mils. The coated pipe shall be tested and inspected in accordance with AWWA C214. Certified reports of the

testing and inspection shall be submitted to the Engineer. The contractor and/or manufacturer shall submit a list of the tape coating materials to be used which indicates manufacturer, product numbers, and manufacturer recommended thickness of material. For each material, technical data sheets shall be submitted which indicate technical and performance information per AWWA C214.

Coating repair in the shop shall be in accordance with AWWA C214 and coating repair in the field shall be in accordance with AWWA C209.

The required hold back for welded pipe ends shall be such that the tape will not be damaged during the welding process. The hold back dimensions shall be shown on the pipe shop drawings. The Contractor and /or manufacturer shall consult the Owner if any anticipated outdoor storage will be required prior to installation so that necessary precautions can be taken.

All field welded joints shall be tape coated and cement mortar coated in accordance with AWWA C209 and AWWA C205. The inspector shall visually inspect that all joints are tape and cement mortar coated. Fittings and specials which cannot be machine coated in accordance with AWWA C214 shall be coated in accordance with AWWA C209. The system shall consist of 3 layers consisting of the following:

1. Primer Layer
2. Inner Layer Tape – Corrosion protective tape (50 mils).
3. Outer Layer Tape – Mechanical protective tape (30 mils).

The total thickness of the tape coating shall be at least 80 mils.

Coating repair for fittings and specials shall be in accordance with the procedure described above for straight line pipe.

Flanged fittings shall be factory coated in accordance with AWWA C214 and AWWA C209. The tape shall be held back two (2) inches from the flange. All flanges shall come with the standard manufacturer's coating and this shall be shown on the shop drawings. The flange and connecting valve or appurtenance shall be wax coated in accordance with AWWA C217. The field applied tape shall overlap the shop applied tape by at least four (4) inches. All tape dimensions, properties, and thickness shall be in accordance with AWWA C217.

All buried appurtenances, flanges, bolts, air vacuum valves piping and blow offs shall also be coated in accordance with AWWA C217.

Mechanical couplings and insulating flanges shall be protected in accordance with AWWA C217. The tape shall overlap the shop applied tape a minimum of four (4) inches. Protection shall be approved by the Engineer prior to backfill.

**ADD:**

**207-10.5 Shop Drawings.** Contractor shall submit a Shop Drawing to the Engineer for approval prior to manufacture of any pipe and fittings:

1. Detailed drawings
2. Tabulated layout schedule
3. Design calculations for critical pipe wall thickness. (E' value used shall be indicated on drawings)
4. Field joint details

Shop drawings shall be in accordance with the requirements of AWWA C200, C205, and C214.

Data to be furnished by the Contractor shall be in accordance with all applicable provisions of Section 2-5.3, "Shop Drawings", of the standard specifications where not inconsistent with the plans and the express provisions of these specifications.

The drawings accompanying these specifications indicate only the general features of the work and all proportioning and detailing for the pipeline, specials, and connections shall be performed by the Contractor. The Contractor shall prepare and submit for review and approval before starting fabrication a tabulated layout schedule and detailed fabrication drawings. The drawings shall include the configuration, essential dimensions, and materials to be used in fabricating the pipe, pipe specials and fittings, and shall include details of standard pipe joints, and of typical field welded joints showing the lining and coating hold back.

The minimum radius of any fabricated bend shall be at least 2.5 times the nominal pipe diameter. The layout and marking schedule shall include the specific number of each pipe and fitting and the location of each pipe and the direction of each fitting in the completed line. In addition, the layout schedule shall include:

The pipe station and top of pipe elevation at all changes in grade or horizontal alignment: the station and top of pipe elevation to which the bell end of each pipe will be laid; all elements of curves and bends, both in horizontal and vertical alignment. Dimensional drawings of all fittings and appurtenances shall be provided with the layout schedule. The pipe alignment and grade, fittings and appurtenances, as shown on the Contractor's layout schedule shall conform essentially to those shown on the contract plans. The Engineer, at his discretion, may approve minor changes made for economy or convenience in manufacturer or construction. Unless otherwise ordered or permitted by the Engineer, construction shall conform to the approved layout schedule and fabrication drawings.

When approved by the Engineer, changes in alignment or grade may be accomplished by deflections at the joints between lengths of standard pipe, or by use of beveled pipe, or by a combination of the two.

Prior to preparing the schedule and fabrication drawings, the Contractor shall expose the existing main at points of connection and determine their precise locations and alignment relative to the alignment of the new pipe as shown on the drawings. The Contractor shall furnish the Engineer with an electronic file in pdf format of the approved schedule and drawings.

**ADD**

**207-10.6 Flanges.** Flanges shall conform to ANSI/AWWA C207 (Class E) unless otherwise shown. Flanges shall have flat faces and shall be attached with bolt holes straddling the vertical axis of the pipe unless otherwise shown. Attachment of the flanges to the pipe shall conform to the applicable requirements of ANSI/AWWA C207. The machined faces of all flanges shall be shop coated with rust-preventative compound, Houghton Rust-Veto 344, Rustoleum R-9, or approved equal. The inside of blind flanges shall be cement-mortar coated, the thickness to be the same as the cement-mortar lining for pipe as stated herein.

**SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS**

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

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

**SECTION 300 – EARTHWORK**

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

2. Payment for existing pavement removal and disposal of up to 12” thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

**SECTION 302 – ROADWAY SURFACING**

**302-3 Preparatory Repair Work.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**302-3 Preparatory Repair Work.**

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump

removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.

3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2” for Residential streets, and a minimum depth of 3” for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2” for residential streets, and a minimum of 3” for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10” below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, “Crushed Aggregate Base.”
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Crushed Miscellaneous Aggregate Base.”
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 “Tack Coat.”
7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, “ASPHALT CONCRETE PAVEMENT.” Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, “ASPHALT CONCRETE.”
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 “Density and Smoothness.” After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4” wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4’ x 4’ and shall be subject to the following conditions:
  - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, “SUBGRADE PREPARATION.”
  - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, “Crushed Aggregate Base.” Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Crushed Miscellaneous Base.”

- c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
- d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

**302-3.1 Asphalt Patching.**

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

**302-3.2 Payment.**

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

Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.

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

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

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

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

### **ADD:**

**304-6 WROUGHT IRON FENCE.**

**304-6.1 Remove and Replace Wrought Iron Fence.**

Remove and replace existing Wrought Iron Fence in kind to the satisfaction of the Engineer where specified on the Plans. Wrought iron fence damaged by the Contractor during construction activities shall be replaced with new wrought iron fence at the Contractor's expense and materials shall conform to 206-3. Temporary chain link fencing shall be provided during non-construction hours and overnight hours for security purposes when wrought iron fence has been removed as directed by the Engineer and/or property owner. Temporary fencing shall be maintained in a proper manner and shall conform to 304-3.5 or as directed by the Engineer.

**304-6.2 Measurement and Payment.**

Payment for Remove and Replace Existing Wrought Iron Fence shall be per the Contract Unit Price per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved including, but not limited to, removal, salvaging, storage, resetting, foundation

construction as required, welding, replacing fence material if damaged by Contractor, disposal, temporary chain link fence for security purposes, etc. as directed by the Engineer and no additional compensation will be allowed therefore.

**SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION**

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

<b>OLD SECTION NUMBER</b>	<b>TITLE</b>	<b>NEW SECTION NUMBER</b>
<b>306-1.8</b>	<b>House Connection Sewer (Laterals) and Cleanouts</b>	<b>306-1.9</b>
<b>306-1.7.1</b>	<b>Payment</b>	<b>306-1.9.1</b>
<b>306-1.7.2</b>	<b>Sewer Lateral with Private Replumbing</b>	<b>306-1.9.2</b>
<b>306-1.7.2.1</b>	<b>Location</b>	<b>306-1.9.2.1</b>
<b>306-1.7.2.2</b>	<b>Permits</b>	<b>306-1.9.2.2</b>
<b>306-1.7.2.3</b>	<b>Submittals</b>	<b>306-1.9.2.3</b>
<b>306-1.7.2.4</b>	<b>Trenchless Construction</b>	<b>306-1.9.2.4</b>
<b>306-1.7.2.5</b>	<b>Payment</b>	<b>306-1.9.2.5</b>
<b>306-1.7.3.6</b>	<b>Private Pump Installation</b>	<b>306-1.9.2.6</b>
<b>306-1.7.3.7</b>	<b>Payment</b>	<b>306-1.9.2.7</b>

**306-1.1.1 General.** ADD the following:

The 12” waterline shall be constructed in accordance with the high-lining phasing shown on the Plans. Construction shall commence with Phase 1 and proceed sequentially. At the end of each Phase, the newly installed pipeline shall be pressure tested, disinfected and placed into service. All high-lining shall be removed and service restored to all users prior to starting the next Phase.

Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:

1. Phase I: Taylor Street to Mason Street
2. Phase II: Mason Street to approximately 700 feet west of Sunset Road
3. Phase III: Approximately 700 feet west of Sunset Road to Sunset Road

When installing pipelines within the City’s streets, for the following streets, the total time allowed for the completion of Work may not exceed 10 Working Days per 500’ of pipeline installation:

1. Juan Street

**306-1.4.5 Water Pressure Test.** To the City Supplement, Paragraph (2), DELETE and SUBSTITUE with:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.

Specified test pressure for Class 235 pipe will be 150 psi

Specified test pressure for Class 305 pipe will be 200 psi

**306-1.6 Basis of Payment for Open Trench Installations.** ADD the following:

Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

**306-14 Water Services.** To the City Supplement, ADD the following:

Water services shall be installed to avoid vertical conflicts with subsequent construction phases of the project. Any services installed by the Contractor that conflict with subsequent phases of the work, e.g. proposed storm drains, shall be replaced at the Contractor's expense.

Unless otherwise indicated on the Plans, all existing water services shall be replaced to the existing meter. The Contractor shall defer installation of the new meter boxes until construction of the sidewalk improvements at which time new meter boxes shall be installed to the proposed sidewalk grade.

All water services shall be installed, connected to the existing meter, and fully functional with all high-lining removed prior to commencing sidewalk improvement work.

**306-22 Pipe Fusion.** DELETE in its entirety.

## SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

**308-6.1.1 Tree Trimming.** ADD the following:

7. Palm Trimming
  - a. Queen Palms, (Coco); (Syagrus Romanzoffiana and Cocos Plumosa):

Removal of all dead fronds, loose petioles, flower spikes, seed stalks, seed clusters, sheaths, foreign growth and similar vegetative material(s) from the crown shaft of the palm. Loose petioles are those which may be removed by pulling with reasonable force. When properly trimmed, the lowest remaining fronds shall be live and not below horizontal tree trimming.

b. Fan Palms, ((Brahea (Erythea) Washingtonia and Filifera)):

Removal of all dead fronds, necessary live fronds, loose wraps, flower spikes, seed stalks, seed clusters, sheaths, foreign growth and similar vegetative material(s) from the crownshaft of the palm. When properly trimmed, the lowest remaining fronds shall be live and horizontal.

c. Date Palms, ((Phoenix Canariensis (Canary Island Date Palm), Phoenix Dactylifera and Phoenix Reclinata)):

Removal of all dead fronds, necessary live fronds, tips of old butt stubs four (4) inches or longer, flower spikes, seed stalks, seed clusters, foreign growth and similar vegetative material(s) from the crownshaft of the palm. When properly trimmed, the lowest remaining fronds shall be live and horizontal. Any remaining seed clusters, sheaths, flower spikes and flower buds that do not hang out at the lower most two (2) rows of fronds must be left intact. Butts cut from Date Palms shall be cut close and perpendicular to the base of the frond.

To control the spread of disease the following shall be practiced for pruning Date Palms:

- 1) All pruning tools shall be disinfected before being used to trim a date palm.
- 2) All tools shall be disinfected between trees being trimmed when several date palms are timed in succession. Disinfecting shall consist of immersing pruning tools in a solution of equal parts of household bleach performing this contract.

**ADD:  
308-6.2**

**Arborist**

1. The Contractor shall retain a qualified International Society of Arboriculture (ISA) Certified Arborist to perform monitor, inspecting and reporting for the protection of trees adjacent to the Project.
2. The Certified Arborist shall be responsible for establishing, implementing, and maintaining the tree protection zone during the entire construction period. The locations of trees that are to be protected are included in Appendix I.
3. The Certified Arborist shall attend the Pre-Construction meeting to coordinate any potential impact to the trees.
4. The Certified Arborist will coordinate with the Resident Engineer and Transportation and Stormwater Department (T&SW) Urban Forester, Drew Potocki at (619) 527-5486.

**308-6.3 Monitoring.**

1. The Certified Arborist shall monitor the Contractor's construction activities adjacent to trees within the public right-of-way.
2. The Certified Arborist shall report directly to the Resident Engineer any construction activities which may impact any trees.

**308-6.4 Landscape Contractor.**

1. The Contractor shall submit and obtain the Engineer's approval for the following no later than the Pre-construction meeting:
  - a) C-27 landscape contractor license.
  - b) C-61 (D49) State Contractor's License

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

**308-7 Payment.** ADD the following:

Work related to tree maintenance shall be included in the Bid items as follows:

- Tree Trimming (LS)
- Arborist (LS).

**308-8 PAYMENT.** To the City Supplement, DELETE in its entirety.

**SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKETS**

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

Payment for Traffic Stripes, Markings and Signage will be made at the Contract Unit Price per Lump Sum for the number of coats of paint required, as specified in the Proposal, regardless of the number, widths, and pattern of individual stripes composing each traffic stripe.

No separate payment will be made for establishing alignment for stripes and layout work.

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

Payment for Thermoplastic Traffic Stripes and Pavement Markings will be made at the Contract Unit Price per lump sum for each width and pattern, as specified in the Proposal.

No separate payment will be made for establishing alignment for stripes and layout work.

## SECTION 705 – WATER DISCHARGES

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

## SECTION 707 – RESOURCE DISCOVERIES

### ADD:

- 707-1.1 Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Final Mitigated Negative Declaration for Juan Street Concrete Replacement, Project No. 204753, and a Site Development Permit No. 781011 as referenced in the Contract Appendices. You must comply with all requirements of the Mitigated Negative Declaration as set forth in the Contract Appendices.

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

- 707-2 Archeological and Native American Monitoring Program.** To the City Supplement, ADD the following:

The City will retain a qualified archaeologist for this contract. The Contractor shall coordinate its activities and Schedule with the activities and schedules of the archaeologist monitor. Notify the Engineer 48 hours ahead of the working day when monitoring is required. See 2-11, “INSPECTION” for details. An environmental study has been conducted to implement the pre-construction ADRP for cultural resources. The findings included human remains and artifacts. The Contractor shall be responsible for assisting the Archeologist with their work. The Contractor shall perform saw cutting, traffic control, street patching, trench plating and backfilling of testing and monitoring sites in coordination with the Archeologist at the direction of the Engineer. The payment for this work will be covered under the various bid items.

## END OF SUPPLEMENTARY SPECIAL PROVISIONS

**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

**APPENDIX A**  
**FINAL MITIGATED NEGATIVE DECLARATION**



Advanced Planning and Engineering  
(619) 446-5460

FINAL

## MITIGATED NEGATIVE DECLARATION

Project No. 204753  
SCH# 2011051050

**SUBJECT:** Juan Street Concrete Replacement: SITE DEVELOPMENT PERMIT (SDP) to allow for the replacement of street pavement on Juan Street from Taylor Street to Sunset Road. Also included in the project scope is the replacement of sidewalks on the east and west side of Juan Street, improvements to underground utilities, new street lights, installation of curb and gutters, curb ramps, and private driveways as needed. The street/sidewalk replacement would require excavation up to 13 inches below the existing grade. In addition, the project would make improvements to the storm drain system including a new storm drain and the installation of new drainage inlets. The storm drain installation would not exceed nine feet in depth. An existing 8 inch water main would be replaced in place with a new 12 inch water main and would include new fire hydrants, valves and laterals. In addition, the project would replace 570 feet of existing 1.5 foot high by 10-foot wide reinforced concrete box (RCB) culvert with a 48-inch reinforced concrete pipe (RCP) with the depth to vary from 7 feet to 12 feet. The project is located in the Old San Diego and Uptown Community Planning Areas. Applicant: City of San Diego, Engineering and Capital Projects Department, Right-of-Way Design Division.

**UPDATE: 10/25/2011**

**Revisions and/or minor corrections have been made to this document when compared to the Draft Mitigated Negative Declaration (DMND). The following minor additions have been made to the Final Mitigated Negative Declaration (FMND): modifications to the MMRP would ensure that the artifacts collected during a 1995 monitoring project in Old Town, currently housed at Affinis Inc., would be combined with the artifacts recovered by the Juan Street Concrete Replacement project and analyzed in accordance with Section IV of the Historical Resources Section of the MMRP and curated at a qualified facility in San Diego County. All revisions are shown in a ~~strikethrough~~ underline format.**

**In accordance with the California Environmental Quality Act, Section 15073.5 (c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modification does not require recirculation as there are no new impacts and no new mitigation identified. An environmental document need only be recirculated when there is identification of new significant environmental impact or the addition of a new mitigation measure required to avoid a significant environmental impact. Modifications within the environmental document do not affect the environmental analysis or conclusions of the FEIR.**

**UPDATE: 4/4/2013**

**Additional information is being added to the project description which identifies additional storm drain improvements that would be installed in Taylor Street. In addition, in order to address concerns raised during public review of the Draft MND concerning the Soto building a supplemental archaeological investigation was conducted. Soil borings were placed at the intersection of Juan Street and Wallace Street where the building would have been located and within the area of impact of the proposed storm drain. The results of the study demonstrate that remnants of Soto building are not located within the alignment of the storm drain and impacts to the structure would not occur. Please see additional discussion in Section V a of the Initial Study that further discusses the results of supplemental archaeological investigation. All additions for this update are shown in a double underline format.**

- I. PROJECT DESCRIPTION: See attached Initial Study.
- II. ENVIRONMENTAL SETTING: See attached Initial Study.
- III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental effect in the following areas(s): HISTORICAL RESOURCES (ARCHAEOLOGY). The project proposal requires the implementation of specific mitigation identified in Section V of this Mitigated Negative Declaration (MND). The project as presented avoids or mitigates the potentially significant environmental effects identified, and the preparation of an Environmental Impact Report (EIR) would not be required.

- IV. DOCUMENTATION:

The attached Initial Study documents the reasons to support the above Determination.

- V. MITIGATION, MONITORING AND REPORTING PROGRAM:

**A. GENERAL REQUIREMENTS – PART I  
Plan Check Phase (prior to permit issuance)**

1. Prior to the issuance Bid Opening/Bid Award or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements have been incorporated.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "**ENVIRONMENTAL/MITIGATION REQUIREMENTS.**"

3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

4. The **TITLE INDEX SHEET** must also show on which pages the “Environmental/Mitigation Requirements” notes are provided.

## **B. GENERAL REQUIREMENTS – PART II**

### **Post Plan Check (After permit issuance/Prior to start of construction)**

1. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder’s Representative(s), Job Site Superintendent and the following consultants:

**Archaeologist, Native American Monitor,**

**Note: Failure of all responsible Permit Holder’s representatives and consultants to attend shall require an additional meeting with all parties present.**

#### CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the **RE at the Field Engineering Division – 858-627-3200**
  - b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call **RE and MMC at 858-627-3360**
2. **MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) 204753, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD’s ED, MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc

#### **Note:**

**Permit Holder’s Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.**

**3. OTHER AGENCY REQUIREMENTS:** Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

*Not Applicable for this project.*

**4. MONITORING EXHIBITS:** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline’s work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.

**5. OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner’s representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

**Document Submittal/Inspection Checklist**

<i>Issue Area</i>	<i>Document submittal</i>	<i>Associated Inspection/Approvals/Note</i>
General	Consultant Qualification Letters meeting	Prior to Pre-construction
General	Consultant Const. Monitoring	Prior to or at the Pre-Construction meeting
Archaeology	Archaeological Data Recovery Program (ADRP)	Archaeological observation
Archaeology Final MMRP	Archaeology Reports	Archaeological observation Final MMRP Inspection

**Historical Resources (Archaeological Data Recovery Program)**

This project requires implementation of an Archaeological Data Recovery Program (ADRP) to mitigate impacts to archaeological site (CA-SDI-13,665H) on Juan Street between Wallace and Twiggs Streets prior to ground disturbing activities. The ADRP with Native American participation consists of a statistical sample and shall be implemented as described below after consultation with DSD ED in accordance with the Cultural Resources Report prepared by (LSA, March 2011)

- a. The phased data recovery would consist of sampling of approximately 1-5% of the total impacts to the site. The percentage would depend on the range of human range activities observed in the 1<sup>st</sup> stage as described in the ADRP. If a variety of activities are

identified in the 1<sup>st</sup> stage, the larger sample would be required to document the full range of activities. If after the entire site is exposed beneath Juan Street, and the assessment indicates that the site continues to exhibit a limited range of human activities, including trash disposal and butchering, a smaller percentage data recovery sample would be used. A one percent sample would include four 1 by 1 meter test units and if necessary the 5 percent sample would include 17 test units.

b. Laboratory Analysis in the form of specialized studies shall be conducted in accordance with the ADRP;

c. Curation of all materials recovered during the ADRP with the exception of human remains and any associated burial goods, shall be prepared in compliance with local, state and federal standards and be permanently curated at an approved facility that meets City standards;

d. ADRP provision for the discovery of human remains shall be invoked in accordance with the California Public Resources Code, the Health and Safety Code. In the event human remains are encountered during the ADRP, soil shall only be exported from the project site after it has been cleared by the Most Likely Descendant (MLD) and the Project Archaeologist;

e. Archaeological and Native American Monitoring shall be conducted during the remaining grading activities after completion of the ADRP and acceptance of a draft progress report for the program. The detailed Mitigation Monitoring and Reporting Program is identified in below.

f. Upon completion of the ADRP the qualified archaeologist and Native American Monitor shall attend a second pre-ground disturbing meeting to make comments and/or suggestions concerning the proposed grading process.

**Historical Resources (Archaeological Monitoring Program) The archaeological monitoring program will be required for the entire scope of the project.**

**I. Prior to Permit Issuance or Bid Opening/Bid Award**

**A. Entitlements Plan Check**

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

**B. Letters of Qualification have been submitted to ADD**

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

**II. Prior to Start of Construction**

**A. Verification of Records Search**

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
  2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
  3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.
- B. PI Shall Attend Precon Meetings
1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
    - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
  2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)  
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
  3. Identify Areas to be Monitored
    - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
    - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
    - c. MMC shall notify the PI that the AME has been approved.
  4. When Monitoring Will Occur
    - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
    - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
  5. Approval of AME and Construction Schedule  
After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

### III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
  2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
  3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
  4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE.
  2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
  3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
  4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
    - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
    - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical**

**resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**

- (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
- c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
  - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
  - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance can not be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:

1. Procedures for documentation, curation and reporting
  - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
  - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
  - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
  - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

#### **IV. Discovery of Human Remains**

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

##### **A. Notification**

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
  2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site
1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
  2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
  3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
  2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
  3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
  4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
  5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
    - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
    - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
    - c. To protect these sites, the landowner shall do one or more of the following:
      - (1) Record the site with the NAHC;
      - (2) Record an open space or conservation easement; or
      - (3) Record a document with the County.
    - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures, the human remains and burial with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American

1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

#### V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
  1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
  2. The following procedures shall be followed.
    - a. No Discoveries  
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSV and submit to MMC via fax by 8AM of the next business day.
    - b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
    - c. Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
    - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
  1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

#### VI. Post Construction

- A. Submittal of Draft Monitoring Report
  1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**

- a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
  - b. Recording Sites with State of California Department of Parks and Recreation The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
  3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
  4. MMC shall provide written verification to the PI of the approved report.
  5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued **including all artifacts recovered during the 1995 utility monitoring project.**
  2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. **In addition, all artifacts recovered during the 1995 utility monitoring project, currently in the possession of Affinis, Inc, shall be combined with the artifacts recovered by the Juan Street Concrete Replacement project.** This shall be completed in consultation with MMC and the Native American representative, as applicable.
  2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
  3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
  5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.

2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

VI. PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

State of California

- Caltrans (31)
- State Clearinghouse (46a)
- California Department of Parks and Recreation, Southern Service Center (40)
- Office of Historic Preservation (41)
- Regional Water Quality Control Board (44)
- Native American Heritage Commission (56)

County of San Diego

- Department of Parks and Recreation (69)

City of San Diego

- Council Member Faulconer, District 2
- Historical Resource Board (87)
- City Attorney
  - Shannon Thomas (MS 93C)
- Engineering and Capital Projects
  - Katherine Comer Santos (MS 908A)
  - Virginia Oskoui (MS 908A)
- Development Services Department
  - Helene Deisher (MS 501)
  - Myra Herrmann (MS 501)
  - Gary Geiler (MS 501)
- City Planning and Community Investment
  - Kelley Stanco (MS 5A)
- Library Dept.-Gov. Documents MS 17 (81)
- Mission Hills Branch Library (MS 81Q)

Other

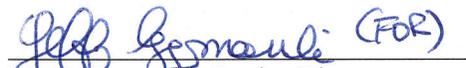
- San Diego Gas and Electric (114)
- San Diego Transit Corporation (112)
- Old Town Community Planning Committee (368)
- Old Town San Diego Chamber of Commerce (369)
- Presidio Park Council (370)
- Mission Hills Heritage (497)
- Uptown Planners (498)
- South Coastal Information Center @ San Diego State University (210)
- San Diego Historical Society (211)
- San Diego Archaeological Center (212)
- Carmen Lucas (206)
- Save Our Heritage Organization (214)
- Ron Christman (215)
- Louie Guassac (215A)

Clint Linton (215B)  
San Diego County Archaeological Society (218)  
Kumeyaay Cultural Heritage Preservation (223)  
Viejas Kumeyaay Indian Reservation, Frank Brown  
Kumeyaay Cultural Repatriation Committee (225)  
Native American Distribution (NOTICE ONLY 225A-R)

VII. RESULTS OF PUBLIC REVIEW:

- ( ) No comments were received during the public input period.
- ( ) Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.
- (x) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

Copies of the draft Mitigated Negative Declaration, the Mitigation, Monitoring and Reporting Program and any Initial Study material are available in the office of the Entitlements Division for review, or for purchase at the cost of reproduction.

  
Myra Hermann, Senior Planner  
Development Services Department

May 16, 2011  
Date of Draft Report

Analyst: J. Szymanski

October 25, 2011  
Date of Final Report

Attachments:

Figure 1  
Figure 2 Updated Location Map  
Initial Study Checklist

April 10, 2013  
Date of Updated Report

**APPENDIX B**  
**SITE DEVELOPMENT PERMIT**

**RECORDING REQUESTED BY**  
CITY OF SAN DIEGO  
DEVELOPMENT SERVICES  
PERMIT INTAKE, MAIL STATION 501  
**PROJECT MANAGEMENT**  
**PERMIT CLERK**  
**MAIL STATION 501**

THE ORIGINAL OF THIS DOCUMENT  
WAS RECORDED ON AUG 07, 2013  
DOCUMENT NUMBER 2013-0495321  
Ernest J. Dronenburg, Jr., COUNTY RECORDER  
SAN DIEGO COUNTY RECORDER'S OFFICE  
TIME: 10:43 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ORDER NUMBER: WBS# S-00602.02.06

**SITE DEVELOPMENT PERMIT NO. 781011**  
**JUAN STREET CONCRETE REPLACEMENT PROJECT NO. 204753 [MMRP]**  
Planning Commission

This Site Development Permit No. 781011 is granted by the Planning Commission of the City of San Diego to City of San Diego, Public Works Department, Right-of-Way Design Division, Right-of-Way Design Division, Owner/Permittee pursuant to San Diego Municipal Code [SDMC] section 143.0210 (Historical Resources-Archaeology). The proposed work is within the public right-of-way on Juan Street from Taylor Street to Sunset Road and on Taylor Street from Juan Street to Congress Street in the Old Town San Diego Planned District (OTSDPD-Core), PUB PRO-PK, Multi-Family, and Uptown RS 1-1, RS 1-7 zones.

Subject to the terms and conditions set forth in this Permit, permission is granted to City of San Diego to City of San Diego, Public Works Department, Right-of-Way Design Division, Right-of-Way Design Division, Owner/Permittee conduct work within the public right-of-way for improvements to the storm drain system, water main, installation of new drainage inlets, new fire hydrants, valves and laterals and the replacement of street pavement on Juan Street from Taylor Street to Sunset Road. Also included in the project scope is the replacement of sidewalks on the east and west side of Juan Street, improvements to underground utilities, installation of curb and gutters, curb ramps, and driveways within the right-of way as needed additional limits of work on Taylor Street from Juan street to Congress Street; work will occur to replace the existing storm drain pipes described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated June 27, 2013 on file in the Development Services Department.

The project shall include:

- a. Replacement of water mains, install a storm water conveyance system, replace a culvert, replace curb gutter and sidewalks, driveways, and street resurfacing; and
- b. Public and private accessory improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act [CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC.

**STANDARD REQUIREMENTS:**

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker.
2. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
  - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
  - b. The Permit is recorded in the Office of the San Diego County Recorder.
3. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
4. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
5. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.

**ORIGINAL**

6. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).

7. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

8. All of the conditions contained in this Permit have been considered and were determined-necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" condition(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

#### **ENVIRONMENTAL/MITIGATION REQUIREMENTS:**

9. Mitigation requirements in the Mitigation, Monitoring, and Reporting Program [MMRP] shall apply to this Permit. These MMRP conditions are hereby incorporated into this Permit by reference.

10. The mitigation measures specified in the MMRP and outlined in Mitigated Negative Declaration, No. 204753/SCH No. 2011051050, shall be noted on the construction plans and specifications under the heading ENVIRONMENTAL MITIGATION REQUIREMENTS.

11. The Owner/Permittee shall comply with the MMRP as specified in Mitigated Negative Declaration, No. 204753/SCH No. 2011051050 to the satisfaction of the Development Services Department and the City Engineer. Prior to the issuance of the "Notice to Proceed" with construction, all conditions of the MMRP shall be adhered to, to the satisfaction of the City Engineer. All mitigation measures described in the MMRP shall be implemented for the following issue areas: **Historical Resources (Archaeology)**.

**LANDSCAPE REQUIREMENTS:**

12. Prior to approval of 100% completion of construction documents for right-of-way improvements, the Permittee Department shall ensure said documents to be prepared consistent with Exhibit 'A' Juan Street Rehabilitation Plans, including Tree Protection measures set forth under Appendix M of the Project Specifications.
13. Upon completion of work, the Permittee Department shall be responsible for a 90 day monitoring and maintenance period for all trees identified on the approved construction documents to be protected in place.
14. Should any casualties occur to trees identified on the approved construction document plans to be protected in place, they shall be replaced with like species or approved alternate species consistent with Section 142.0403(8) of the Land Development Code.

**PLANNING-PLAN HISTORIC-DESIGN REQUIREMENTS:**

15. Sidewalk color within the boundaries of the Old Town Planned District Ordinance (OTPDO) shall be Sombrero Buff, consistent with the requirements of OTPDO (SDMC 1516.0404(b)(3)). Sidewalk color at the southeast end of the project area, between San Juan Road and Sunset Road, shall be Rose, consistent with the existing conditions. This must be added as a note to the final Construction Drawings and/or Contract Documents.
16. Truncated Dome color within the boundaries of the Old Town Planned District Ordinance (OTPDO) shall be Dark Grey, unless this color does not comply with the contrast requirements of the Americans with Disabilities Act (ADA). If the Dark Grey truncated domes do not meet the ADA contrast requirements, then the truncated dome color within the OTPDO shall be Ocre Yellow, unless this color does not comply with the ADA contrast requirements. If the Dark Grey and Ocre Yellow truncated domes do not meet the ADA contrast requirements, then the truncated dome color within the OTPDO shall be Light Gray, unless this color does not comply with the ADA contrast requirements. All other colors found to meet the ADA contrast requirements will require review and approval by the Old Town Design Review Board. The Truncated Dome color must be specified on the final Construction Drawings and/or Contract Documents.
17. Work Moratoriums: The Old Town Fiesta Cinco de Mayo Event; usually the weekend of or just before May 5<sup>th</sup>, The Old Town Art Festival; first weekend of October, The Dia de los Muertos celebration; November 1<sup>st</sup> & 2<sup>nd</sup>, The December holidays, last week of December.

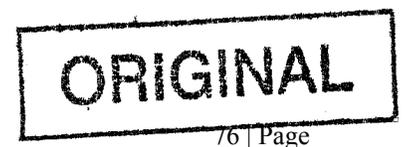
**INFORMATION ONLY:**

- The issuance of this discretionary use permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this discretionary use permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.



- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Planning Commission of the City of San Diego on June 27, 2013 and Resolution No. 4927-PC



AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES  
DEPARTMENT



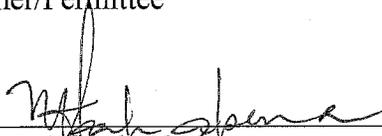
Helene Deisher, Development Project Manager

**NOTE: Notary acknowledgment  
must be attached per Civil Code  
section 1189 et seq.**

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**The undersigned Owner/Permittee**, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

**City of San Diego, Public Works Department,  
Right-of-Way Design Division Public Utilities  
Owner/Permittee**

By   
NAME Nitsuh Aberra  
TITLE-Associate Engineer – Civil  
Engineering & Capital Projects

**NOTE: Notary acknowledgments  
must be attached per Civil Code  
section 1189 et seq.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of San Diego }

On July 31, 2013 before me, Stacie L. Maxwell, Notary Public

personally appeared Nitsuh Aberra



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

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Juan Street Concrete Replacement - PTS 2014753

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

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

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

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

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

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

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

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

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of San Diego }

On Aug. 6, 2013 before me Stacie L. Maxwell Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Helene Daisher  
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.  
Signature: [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Juan Street Concrete Replacement - PT 6204753

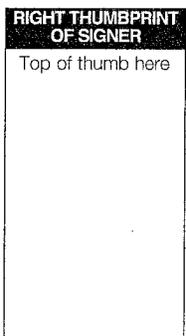
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

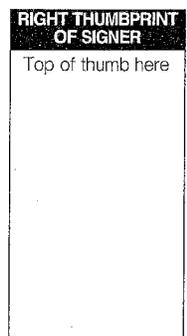
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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

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



Signer Is Representing: \_\_\_\_\_

**ORIGINAL** Item #5907

PLANNING COMMISSION RESOLUTION NO. 4927-PC  
SITE DEVELOPMENT PERMIT NO. 781011  
**JUAN STREET CONCRETE REPLACEMENT PROJECT NO. 204753 [MMRP]**

WHEREAS, City of San Diego, Public Works Department, Right-of-Way Design Division, Owner/Permittee, filed an application with the City of San Diego for a Site Development Permit for improvements to the storm drain system, water main, installation of new drainage inlets, new fire hydrants, valves and laterals and the replacement of street pavement on Juan Street from Taylor Street to Sunset Road. Also included in the project scope is the replacement of sidewalks on the east and west side of Juan Street, improvements to underground utilities, installation of curb and gutters, curb ramps, and driveways within the right-of way as needed additional limits of work on Taylor Street from Juan Street to Congress Street; we will be replacing the existing storm drain pipes (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Permit No. 78101;

WHEREAS, the project site is located within the Juan Street public right-of-way from Taylor Street to Sunset Road and Taylor Street from Juan Street to Congress Street. The right of way lies within the OTSDPD- CORE, PUB PRO-PK, Multi-Family, RS 1-7 and RS-1-1 zones within the Old Town and Uptown Community Planning areas;

WHEREAS, on June 27, 2013, the Planning Commission of the City of San Diego considered Site Development Permit No. 781011 pursuant to the Land Development Code of the City of San Diego;

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of San Diego as follows:

That the Planning Commission adopts the following written Findings, dated June 27, 2013.

FINDINGS:

**Site Development Permit - Section 126.0504**

**1. The proposed development will not adversely affect the applicable land use plan.** The land use designation of the Old Town San Diego and Uptown Community planning areas identifies the surrounding area primarily as residential and commercial. This project would improve existing public infrastructure – sidewalks, curb and gutter, curb ramps, driveways (within the public right-of-way), replace concrete streets, water mains and storm drain utilities. These improvements are located within the City right-of-way and Storm Drain Easement. Some of the driveways may require temporary work on private property in order to provide the needed transition from the existing to the new driveway.

Within the Old Town San Diego community plan area, the proposed project will replace older sidewalks of varying colors and scoring design, and non-standard rolled curb and curb ramps with new sidewalks 6 feet in width, the same sombrero buff color and consistent scoring design, and standard curb and curb ramps to enhance pedestrian's accessibility consistent with the community plan. The existing thematic street lights will remain. The Old Town Community Plan recommends sidewalk widths of 10 to 15 feet along Juan Street at certain locations. This recommendation could not be achieved for the replacement of the existing sidewalks without the loss of on-street parking or mature trees on private property which



would be inconsistent with the community plan. Additionally, existing buildings within the State Historic Park would also preclude the widening of the sidewalks beyond 6 feet. The proposed work can be supported as consistent since this is not a proposal for a new right of way, but a public improvement for the street and facilities located within the existing street.

The Uptown Community Plan discusses the repair and maintenance of water and sewer service throughout the plan. One of the plans objectives and recommendations encourages the routine maintenance and replacement of water and sewer facilities within the community. Also capital improvements to the system should be made where warranted. One of the goals of the Uptown Community Plan is to provide safe and efficient movement of people as well as the establishment and maintenance of a high level of public facilities to meet the needs of the community.

The project as proposed meets the land use designation and is consistent with the Old Town San Diego and Uptown Community Plans with respect to repairs of the existing public infrastructure and maintaining a high level of public facilities. Therefore, the proposed project would not adversely affect either of the applicable land use plans.

**2. The proposed development will not be detrimental to the public health, safety, and welfare.** The objective of this project is to replace and upgrade the existing concrete street and adjacent sidewalks and to install a storm drain, water mains, curb gutter and sidewalk. Currently, storm runoff is conveyed over the street surface which is largely the cause of the street degradation. Additionally, the new storm drain would convey storm water flows through a storm drain pipe underground to reduce damage to the street surface. The project also replaces the existing 8-inch diameter Asphalt Concrete (AC) water mains with the 12-inch diameter PVC material. This would increase pipe strength, allow better flow and decrease future occurrences of water main breaks. In addition to the water mains, water service, fire hydrants, and related appurtenances would be replaced or upgraded where necessary. In addition, the project includes the installation of new and upgrading of existing curb ramps at intersection corners, curb and gutter, sidewalks within the project limits. All work will be done within City's Right of Way on Juan Street from Taylor Street to Sunset Road, as well as on Taylor Street from Juan Street to Congress Street. As such, the overall scope of this project would promote the public health, welfare, and safety when constructed.

**3. The proposed development will comply with the applicable regulations of the Land Development Code.** The project would be located within City right of way which allows for storm drain and water facilities and related ancillary improvements identified for this project. The project alignment is also located within portions of an existing archaeology site and overall historically sensitive area. The segments within the existing archaeology site are considered important archaeological site, as defined by the Land Development Code (LDC). Applicable regulations of the LDC would allow the proposed replacement of the street and sidewalks as well as and installation of the new storm drain and existing water facility and associated improvements. The project, as proposed, complies with the City Green Book, Historical Resources Guidelines, the California Environmental Quality Act Guidelines, and all other applicable regulations of the LDC regarding these public facilities within City right of way. The proposed development would proceed in accordance with all applicable regulations of the Land Development Code.

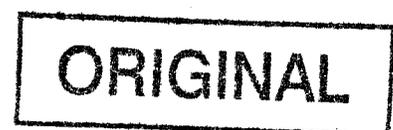


## F. Supplemental Finding--Important Archaeological Sites and Traditional Cultural Properties

1. **The site is physically suitable for the design and siting of the proposed development, the development will result in minimum disturbance to historical resources, and measures to fully mitigate for any disturbance have been provided by the applicant.** The project is located within an existing developed City right of way which allows for storm drain and water facilities and related ancillary improvements identified for this project. The project alignment also corresponds with an existing archaeology site and is within an overall historically sensitive area. The segments within the existing archaeology site are considered an “important archaeological site”, as defined by the Land Development Code. The existing street and sidewalks are being replaced in the same location and alignment within the City right-of-way. Public right-of-ways are typically the preferred location for storm drain and water conveyance systems; therefore the project is suitable for this location. As such, the project features and its location are suitable and the design, along with the testing in support of the historical resource preservation, has been done to ensure the minimum disturbance necessary during construction would be required in order to construct the project. Development in important archeological sites, as defined in LDC section 113.0103, may be permitted, in accordance with LDC section 143.0253, to encroach up to 40 percent for essential public service projects that are sited, designed, and constructed to minimize adverse impacts to important archaeological sites. Based on the estimated total of the core of the site area, the proposed project will have direct impacts to approximately 32% of the undisturbed remaining portions of the site from the sidewalk, street, water and storm drain installation. To minimize the adverse impacts to the site, a phased data recovery program, designed in conjunction with the initial phases of construction including the sidewalk and street removal will be implemented to recover a representative sample. Implementation of the data recovery plan will recover an adequate sample of the important information recovered, thereby reducing the overall percentage of encroachment. Additionally, monitoring is required along the entire project alignment to protect additional resources that could be discovered during construction that would ensure compliance with the City’s Historical Resources regulations. Therefore, the project is suitable for this location and would result in the minimum disturbance to the historical resources. Implementation of the MMRP would reduce impacts to Historical Resources to below a level of significance and therefore the project would not result in an adverse change to the significance historical resources.

2. **All feasible measures to protect and preserve the special character or the special historical, architectural, archaeological, or cultural value of the resource have been provided by the applicant.** With the exception to the boundary of the recorded site, it is unknown exactly whether or where such resources exist under ground in this area, although many resources have been discovered. However, preliminary testing conducted in coordination with City’s Development Services Department staff and the archaeological consultant narrowed the known boundary of the recorded site. The results of the testing program and records search indicate that the site has been heavily disturbed by previous utility installation and residential development of the area. However, intact deposits representing the core of this site are still present beneath the road and sidewalks at varying depths below the fill.

The implementation of the data recovery program for the site identified and the MMRP along the entire project alignment would ensure that historical resources that may exist below ground would not be destroyed, but rather protected and preserved. This project takes every protective measure that is feasible to ensure such protections for such resources.



BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Planning Commission, Site Development Permit 781011 is hereby GRANTED by the Planning Commission to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Permit No. 781011, a copy of which is attached hereto and made a part hereof.

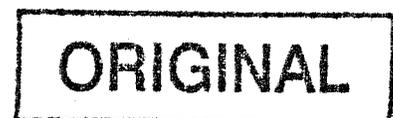


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Helene Deisher  
Development Project Manager  
Development Services

Adopted on: June 27, 2013

WBS# S-00602.02.06



**APPENDIX C**  
**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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

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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 re-installation.
  12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
  13. The outlet shall have a 2 ½ “National Standards Tested (NST) fire hydrant male coupling.
  14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

**4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter**

Process for Issuance

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

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

**Larry Gardner  
Water Department Director**

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

#### **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

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

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

**Note:**

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

Date

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

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX D**  
**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF**  
**COMPLIANCE**

## **Materials Typically Accepted by Certificate of Compliance**

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

**APPENDIX E**  
**SAMPLE CITY INVOICE**

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC)											
City Purchase Order No.						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	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	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
<b>CHANGE ORDERS</b>											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Encrease bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
<b>SUMMARY</b>								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						<b>Retention and/or Escrow Payment Schedule</b>					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total 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:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

**APPENDIX F**  
**LOCATION MAP**

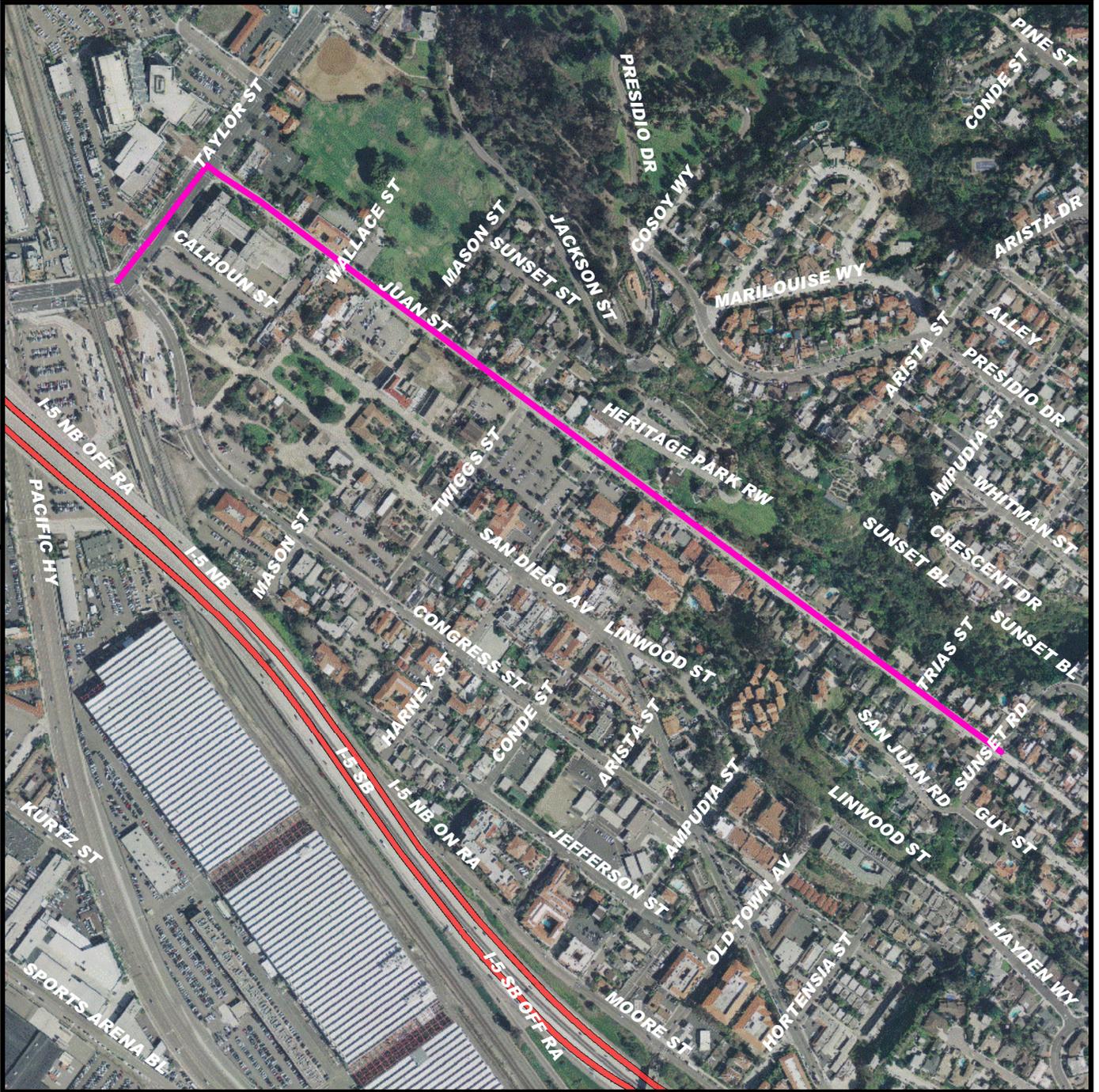
# Juan Street Concrete Replacement Project

SENIOR ENGINEER  
ABI PALASEYED  
619-533-4654

PROJECT MANAGER  
NITSUH ABERRA  
619-533-4656

PROJECT ENGINEER  
VIRGINIA OSKUI  
619-533-5152

CONSTRUCTION PROJECT  
INFORMATION LINE  
619-533-4207



## Legend

 Juan Street Concrete Replacement Project



COMMUNITY NAME:

COUNCIL DISTRICT: 3

SAP ID: B00602

Old Town San Diego, Uptown

Appendix F – Location Map Juan Street – Concrete Replacement Project Volume 1 of 2 (Rev. Jan 2014)

B11101

Date: October 2013

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**APPENDIX G**  
**HYDROSTATIC DISCHARGE FORM**

## APPENDIX

### Hydrostatic Discharge Requirements Certification (Discharge Events < 500,000 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. 2002-0020, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by ([http://www.swrcb.ca.gov/rwqcb9/board\\_decisions/adopted\\_orders/2002/2002\\_0020.shtml](http://www.swrcb.ca.gov/rwqcb9/board_decisions/adopted_orders/2002/2002_0020.shtml)), and as follows:

Discharged water has been dechlorinated to below <b>0.1 (mg/l)</b> level; and effluent has been maintained between <b>6 and 9 (PH)</b> based on:							<i>is discharge within acceptable limits?</i>		<i>Comment</i>
Event #	Discharge Date & Amount (GAL)	Discharge Time	Meter Readings (at source)	Test Results (Chlorine / PH)	Name of Personnel Conducting Tests (print)	*signature of personnel	yes	no	
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						

*\*By signing, I certify that all of the statements and conditions for hydrostatic discharge events are correct.*

**Project Name:** \_\_\_\_\_

**Work Order No.(s):** \_\_\_\_\_

Have any thresholds have been exceeded? Per Order No. 2002-0020, would this be a reportable discharge and must be reported **within 24 hours** of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

**APPENDIX H**  
**HAZARDOUS LABELS/FORMS**

# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## If you have an emergency, Call 911

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

### Questions for Incident Assessment:

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

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

\*Call 911 in an emergency\*

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

If in doubt, report the release.

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

# NON REPORTABLE RELEASE INCIDENT FORM

## 1. RELEASE AND RESPONSE DESCRIPTION

Incident # \_\_\_\_\_

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

## 2. ADMINISTRATIVE INFORMATION

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

## 3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

**EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM**

<b>A</b>	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER ( ) -	
<b>B</b>	INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.
<b>C</b>	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
<b>D</b>	CHEMICAL OR TRADE NAME (print or type)		CAS Number
<b>D</b>	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
<b>D</b>	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED
<b>D</b>	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE	DURATION OF RELEASE —DAYS —HOURS—MINUTES
<b>E</b>	ACTIONS TAKEN		
<b>F</b>	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)		
	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____		
	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____		
	<input type="checkbox"/> NOTKNOWN (explain) _____		
<b>G</b>	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
<b>H</b>	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
<b>I</b>	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.		
	REPORTING FACILITY REPRESENTATIVE (print or type) _____		
	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____		DATE: _____

## **EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS**

### **GENERAL INFORMATION:**

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

### **BASIC INSTRUCTIONS:**

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

### **SPECIFIC INSTRUCTIONS:**

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

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

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

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

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

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

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

**Block H:** List any additional pertinent information.

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

### **MAIL THE COMPLETED REPORT TO:**

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

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

SAMPLE HAZARDOUS WASTE LABEL

**HAZARDOUS WASTE**

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL  
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY  
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY  
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ 24 HR. PHONE ( ) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EPA ID NO. \_\_\_\_\_ MANIFEST DOCUMENT NO. \_\_\_\_\_

EPA WASTE NO. \_\_\_\_\_ CA WASTE NO. \_\_\_\_\_ ACCUMULATION START DATE \_\_\_\_\_ / /

CONTENTS, COMPOSITION \_\_\_\_\_

PROPER DOT SHIPPING NAME \_\_\_\_\_

TECHNICAL NAME (S) \_\_\_\_\_

UN/NA NO. WITH PREFIX \_\_\_\_\_

PHYSICAL STATE    HAZARDOUS PROPERTIES     FLAMMABLE     TOXIC  
 SOLID  LIQUID     CORROSIVE     REACTIVE     OTHER \_\_\_\_\_

**HANDLE WITH CARE!**  
CONTAINS HAZARDOUS OR TOXIC WASTES

**APPENDIX I**  
**TREE PROTECTION**

**JUAN STREET CONCRETE REPLACEMENT PROJECT TREE INVENTORY**

Sheet No.	Stationing	Existing Trees type	Caliper size	Arborist Instructions
33630-05-D	16+22.97	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-05-D	16+79.99	Phoenix canariensis / Canary Island Palm.	20-ft +	Protect In Place
36630-05-D	17+24.73	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	17+59.90	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	17+68.08	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	17+77.10	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	17+97.78	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	18+13.25	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	18+13.38	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	18+35.55	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	18+40.10	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	18+46.72	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	18+53.66	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	18+57.72	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	18+61.02	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	18+67.15	Schinus molle / California Pepper	24 to 36-in.	Protect In Place

36630-06-D	18+73.98	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	18+75.94	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	18+86.09	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	18+88.71	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	18+94.54	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	19+01.01	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	19+03.20	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	19+07.017	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	19+12.43	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	19+17.84	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	19+26.06	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	19+89.75	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	20+21.30	Phoenix canariensis / Canary Island Palm.	20-ft +	Protect In Place
36630-06-D	20+59.94	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-06-D	20+78.79	Planter Box		Protect In Place
36630-06-D	21+17.07	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-07-D	21+72.03	Schinus molle / California Pepper	24 to 36-in.	Protect In Place

36630-07-D	22+29.13	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-07-D	22+52.00	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-7-D	22+85.25	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-07-D	22+86.70	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-07-D	23+34.00	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-07-D	23+85.05	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-9-D	30+52.45	Schinus molle / California Pepper	24 to 36-in.	Protect In Place
36630-9-D	32+32.40	Exisitng Tree		Protect In Place
36630-9-D	33+02.16	Exisitng Tree		Protect In Place
36630-10-D	35+35.35	Syagrus romanzoffianum/ Queen Palm		Protect In Place
36630-10-D	35+66.37	Planter /Syagrus romanzoffianum/ Queen Palm		Protect In Place
36630-10-D	36+53.44	Syagrus romanzoffianum/ Queen Palm		Protect In Place
36630-11-D	38+67.47	Syagrus romanzoffianum/ Queen Palm		Protect In Place
36630-11-D	38+94.30	Syagrus romanzoffianum/ Queen Palm		Protect In Place
36630-11-D	40+81.87	Phoenix canariensis / Canary Island Palm.	20-ft +	Protect In Place
36630-12-D	41+88.67	Phoenix canariensis / Canary Island Palm.	20-ft +	Protect In Place
36630-13-D (Wallace St.)	10+27.41	Schinus molle / California Pepper	24 to 36-in.	Protect In Place



**ATTACHMENT F**

**INTENTIONALLY LEFT BLANK**

**CONTRACT FORMS**  
**AGREEMENT**

**AFFIDAVIT OF DISPOSAL**

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

**Juan Street – Concrete Replacement Project**  
(Name of Project)

as particularly described in said contract and identified as Bid No. **K-14-5070-DBB-3**; SAP No. (WBS/IO/CC) **S-00602/B-11101**; and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
by \_\_\_\_\_ Contractor

**ATTEST:**

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

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

Notary Public in and for said County and State

# City of San Diego

CITY CONTACT: Damian Singleton,- Contract Specialist, Email: DSingleton@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633

## ADDENDUM "A"

FOR



## JUAN STREET – CONCRETE REPLACEMENT PROJECT

BID NO.:	<u>K-14-5070-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00602/B-11101</u>
CLIENT DEPARTMENT:	<u>2113</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>ID</u>

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### BID DUE DATE:

**2:00 PM**  
**APRIL 1, 2014**  
**CITY OF SAN DIEGO**  
**PUBLIC WORKS CONTRACTING GROUP**  
**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**  
**SAN DIEGO, CA 92101**

**A. CHANGES TO CONTRACT DOCUMENTS**

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

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

**B. VOLUME 1**

1. To the NOTICE INVING BID, page 5, PRE-BID MEETING, **DELETE** in its entirety and **SUBSTITUTUE** with the following:

- 5. PRE-BID MEETING:**

- 5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre- qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101 **at 10:00 A.M., on March 13, 2014.**
- 5.2. **The Pre-Bid Meeting has been designated as MANDATORY. All potential bidders are required to attend.** Bid will be declared **non-responsive** if the Bidder fails to attend the Pre-Bid Meeting when specified to be mandatory. Attendance at the Pre-Bid Meeting will be evidenced by the representative's signature on the attendance roster. It shall be the responsibility of the Bidder's representative to complete and sign the attendance roster. **No Bidder will be admitted after the specified start time of the mandatory Pre-Bid Meeting. If you have previously attended the Pre-Bid meeting, it is not Mandatory for you to attend again.**
- 5.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

James Nagelvoort, Director  
Public Works Department

Dated: *March 7, 2014*  
San Diego, California

JN/KA/lad

# City of San Diego

CITY CONTACT: Damian Singleton,- Contract Specialist, Email: DSingleton@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633

## ADDENDUM "B"

FOR



## JUAN STREET – CONCRETE REPLACEMENT PROJECT

BID NO.:	<u>K-14-5070-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00602/B-11101</u>
CLIENT DEPARTMENT:	<u>2113</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>ID</u>

---

### BID DUE DATE:

**2:00 PM**  
**APRIL 1, 2014**  
**CITY OF SAN DIEGO**  
**PUBLIC WORKS CONTRACTING GROUP**  
**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**  
**SAN DIEGO, CA 92101**

# ENGINEER OF WORK

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

Fredrick E. Wickman  
Registered Engineer

3/13/14  
Date

Seal:



## **A. CHANGES TO CONTRACT DOCUMENTS**

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

## **B. BIDDER'S QUESTIONS**

Q1. On page 7 of the specifications there is a link posted to an ftp site for the SWPPP document related to this project. There is no SWPPP document at this link, please provide.

A1. Standard Specifications, NOTICE TO BIDDER, ITEM NO. 12, INFORMATION AVAILABLE DURING BIDDING, page 7, ADD the following revision:

Revised Storm Water Pollution Prevention Plan (SWPPP) can be found in the link provided below:

<ftp://ftp.sannet.gov/OUT/ECP/ROWD-Bridges/Juan%20Street%20Concrete%20Replacement%20Project/>

Q2. Can the City please provide the existing street section thickness for Taylor Street?

A2. See Geotechnical Report prepared by Southern California Soil & Testing, Inc. dated May 18, 2010. The report is available for download at the following site:

<ftp://ftp.sannet.gov/OUT/ECP/ROWD-Bridges/Juan%20Street%20Concrete%20Replacement%20Project/>

Q3. Please provide depths for the existing AC and PCC structural sections that are to be removed so that an accurate quantity take-off can be performed.

A3. See Geotechnical Report prepared by Southern California Soil & Testing, Inc. dated May 18, 2010. The report is available for download at the following site:

<ftp://ftp.sannet.gov/OUT/ECP/ROWD-Bridges/Juan%20Street%20Concrete%20Replacement%20Project/>

Q4. On page 41 of the specials paragraph 7-8.3 calls out noise control for night work. The work hours in Taylor Street are from 10:00PM to 5:00AM which has the most stringent decibel parameters. The spec is siting that the contractor cannot exceed 60 decibels for a one hour average. I can tell you that there is no contractor that can abide to these limitations. We have a decibel meter in our office and a normal conversation between two people ranges from 55-75 decibels. Just tracking a piece of equipment out onto Talyor Street will far exceed the limitations set forth in the specs. There are other factors to consider for the work in Taylor Street such as sawcutting, breaking and removing of the existing box culvert not to mention installing

the pipe. Back up alarms are necessary especially at night when blind spots are more prevalent. Even using the modified demolition techniques that are listed in the specification, 60 decibels is an unrealistic goal for any contractor. Please modify the requirements or allow the contractor to perform this work during the day.

- A4. The contractor shall remain responsible to meet the hourly average noise requirement by adding mufflers and noise attenuator barriers or deferring working hours upon approval. Refer to Section 7-8.3 Noise Control.

**C. VOLUME 1**

1. To ATTACHMENT A, page 27, SCOPE OF WORK, Item 2, CONSTRUCTION COST, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$5,318,000.00**.
2. To ATTACHMENT E, page 43, SUPPLEMENTARY SPECIAL PROVISIONS, Section 201 - CONCRETE, MORTAR, AND RELATED MATERIALS, Subsection 201-1.1.1 **DELETE** in its entirety and **SUBSTITUTE** the following:

**201-1.1.1 General.** ADD the following:

Colored Concrete for sidewalk, driveway and curb access ramp improvements along Juan Street shall be "Sombrero Buff," with the exception of the improvements at the northwest corner of Juan Street and Sunset Road, which shall be "Coral". Colored concrete for the sidewalk improvements on the west side of Sunset Road shall also be "Coral."

Concrete for curb and gutter, cross gutter, and alley apron improvements shall not be colored.

The Contractor shall submit 2' x 2' sample panel for Engineer acceptance prior to the placement of colored concrete improvements. "Sombrero Buff" color shall match existing PCC sidewalk on the west side of Harney south of Juan Street adjacent to the parking lot across from the Best Western Hotel. "Coral" color shall match existing PCC sidewalk located at 4184 Arden Street. Approved sample panels shall be the basis for acceptance of permanent colored concrete improvements.

3. To ATTACHMENT E, page 44, SUPPLEMENTARY SPECIAL PROVISIONS, SECTION 207 -PIPE, Subsection 207-10.4.7 “Cement Mortar Lining and Polyolefin Tape Coating”, paragraph 6, **DELETE** in its entirety and **SUBSTITUTE** the following:

The total thickness of the tape coating shall be at least 80 mils. The Contractor at his option may substitute for the field-applied tape wrap system, Aqua-Shield™, AQW-HS, as manufactured by Canusa-CPS, or approved equivalent, in conformance with the requirements of AWWA C216 and the manufacturer’s installation instructions.

4. To ATTACHMENT E, page 52, SUPPLEMENTARY SPECIAL PROVISIONS, Section 306 - UNDERGROUND CONDUIT CONSTRUCTION, Subsection 306-1.6 “Basis of Payment for Open Trench Installation”. **DELETE** in its entirety.

**D. VOLUME 2**

1. To BIDDING DOCUMENTS, pages 10 through 21, Proposal (BID), **DELETE** in their entirety and **SUBSTITUTE** with pages 5 through 17 of this Addendum.

James Nagelvoort, Director  
Public Works Department

Dated: *March 13, 2014*  
San Diego, California

JN/KA/lad

**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **Juan Street – Concrete Replacement Project**, 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
<b>BASE BID</b>							
<b>Street and Storm Drain Improvements</b>							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	<del>                    </del>	\$
2	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	<del>                    </del>	\$
3	1	LS	237310	7-10.2.6	Traffic Control	<del>                    </del>	\$
4	1	LS	237310	7-16.3	Community Liaison	<del>                    </del>	\$
5	1	LS	237310	9-3.4.1	Mobilization	<del>                    </del>	\$
6	1	AL		9-3.5	Field Orders - Type II	<del>                    </del>	\$240,000.00
7	1	LS	238910	300-1.4	Clearing and Grubbing	<del>                    </del>	\$
8	3,850	CY	237310	300-2.9	Unclassified Excavation	\$	\$
9	44	EA	237310	301-1.7	Adjusting Existing Water Gate Valve to Grade	\$	\$
10	4	EA	237110	306-1.7.1	Sewer Lateral and Clean Out	\$	\$
11	10	EA	237310	301-1.7	Adjusting Existing Gas Valve to Grade	\$	\$
12	12	EA	237310	301-1.7	Adjusting Existing Sewer Manhole Frame and Cover to Grade	\$	\$

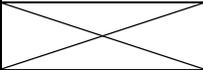
**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
13	4	EA	237310	301-1.7	Adjusting Grease Trap Cover to Grade	\$	\$
14	15	EA	237110	301-1.7	Adjusting Storm Drain Manhole to Grade	\$	\$
15	6	EA	237310	301-1.7	Adjusting Telephone Manhole to Grade	\$	\$
16	1	EA	237310	301-1.7	Adjusting Electric Manhole to Grade	\$	\$
17	2	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$	\$
18	22	EA	237310	301-1.7	Adjusting Sewer Lateral Cleanout to Grade	\$	\$
19	24	EA	237310	301-1.7	Adjusting Electric Pullbox to Grade	\$	\$
20	1	EA	237310	301-1.7	Adjusting Traffic Signal Pullbox to Grade	\$	\$
21	29	EA	237310	301-1.7	Adjusting Cable TV Pullbox to Grade	\$	\$
22	8	EA	237310	301-1.7	Adjusting Electric Vault to Grade	\$	\$
23	4	EA	237310	301-1.7	Adjusting Telephone Vault to Grade	\$	\$
24	1	EA	237310	301-1.7	Adjusting Cable TV Riser to Grade	\$	\$
25	7	EA	237310	301-1.7	Adjusting Telephone Pullbox to Grade	\$	\$
26	4,600	TON	237310	301-2.4	Crushed Aggregate Base	\$	\$
27	4	EA	237310	302-1.12	Traffic Detector Loop Replacement and Wiring	\$	\$
28	46,000	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II and Striping	\$	\$
29	130	TON	237310	302-5.9	Asphalt Concrete - C2	\$	\$
30	780	SF	237310	302-5.9	6" AC Pavement Over Native - D2	\$	\$
31	2,890	CY	237310	302-6.8	8" PCC Pavement (Juan Street)	\$	\$
32	850	SF	237310	302-6.8	6" PCC Concrete Over Native	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
33	200	SF	237310	303-5.9	6" PCC Colored Concrete Over Native (Color to Match Existing)	\$	\$
34	150	SF	237310	303-5.9	6" PCC Colored Stamped Concrete Over Native (Color and Pattern to Match Existing)	\$	\$
35	2,200	SF	237310	303-5.9	PCC Concrete w/Embedded Stone	\$	\$
36	60	SF	237310	303-5.9	Remove and Replace Brick Walk/Driveway (In Kind)	\$	\$
37	30	SF	237310	303-1.11	Remove and Replace Existing PCC Concrete Steps (In Kind)	\$	\$
38	5,000	LF	237310	303-5.9	Curb & Gutter 6-Inch Curb, Type "H"	\$	\$
39	145	LF	237310	303-5.9	Curb & Gutter Variable Height	\$	\$
40	270	LF	237310	303-5.9	4" x 4" Curb (per Detail)	\$	\$
41	5	LF	237310	303-5.9	6" Curb	\$	\$
42	25	LF	237310	303-5.9	Remove and Replace Landscape Mow Curb (In Kind)	\$	\$
43	20	LF	237310	304-2.1.4	Pedestrian Protective Hand Railing	\$	\$
44	65	LF	237310	302-5.9	AC Berm	\$	\$
45	3,200	SF	237310	303-5.9	Cross Gutter	\$	\$
46	675	SF	237310	303-5.9	Modified Cross Gutter	\$	\$
47	12,000	SF	237310	303-5.9	Concrete Driveway (Per Detail and SDG-162)	\$	\$
48	900	SF	237310	303-5.9	Concrete Driveway (Per Detail)	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
49	25	EA	237310	306-1.6	Replace and Reconnect Sidewalk Underdrain Pipe	\$	\$
50	27,000	SF	237310	303-5.9	Remove and Replace Existing Concrete Sidewalk	\$	\$
51	4	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$	\$
52	3	EA	237310	303-5.10.2	Curb Ramp Type A w/ Trimmed Replaceable Detectable Warning Tiles	\$	\$
53	5	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Trimmed Replaceable Detectable Warning Tiles	\$	\$
54	7	EA	237310	303-5.10.2	Modified Curb Ramp Type C1 w/ Trimmed Replaceable Detectable Warning Tiles	\$	\$
55	4	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Stainless Steel Detectable Warning Tiles	\$	\$
56	60	LF	237310	303-4.2.4	Masonry Retaining Wall with Brick Facing (per Detail, SDG-105 and City Bulletin 222) (Including Removal and Salvage of Existing Brick Wall)	\$	\$
57	3,590	LF	237110	306-9.7	Televising Storm Drains For Acceptance	\$	\$
58	310	TON	237310	306-1.5.1	Temporary Resurfacing	\$	\$
59	1	LS	237110	306-1.1.6	Trench Shoring, Sheeting, and Bracing		\$
60	1	EA	237110	303-1.11	Grated Inlet	\$	\$
61	4	EA	237110	303-1.11	Curb Inlet Type B-1 (L=8')	\$	\$
62	1	EA	237110	303-1.11	Curb Inlet Type A-1 (L=8')	\$	\$
63	1	EA	237110	303-1.11	Curb Inlet Type B-1 (L=10')	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
64	1	EA	237110	303-1.11	Curb Inlet Type B-1 (L=14')	\$	\$
65	1	EA	237110	303-1.11	Curb Inlet Type B-1 (L=16')	\$	\$
66	5	EA	237110	303-1.11	Curb Inlet Type B-1 (L=21')	\$	\$
67	2	EA	237110	303-1.11	Curb Inlet Type A-1 (L=21')	\$	\$
68	20	EA	237110	303-1.11	Clean Out Type A	\$	\$
69	1	EA	237110	303-1.11	Concrete Collar	\$	\$
70	2	EA	237110	303-1.11	Concrete Plug	\$	\$
71	9	EA	237110	306-5.3	Brick and Mortar Plug	\$	\$
72	5	EA	237110	306-5.3	Remove and Dispose Curb Inlets	\$	\$
73	250	LF	237110	306-5.3	Remove and Dispose 1.5' x 10' RCB	\$	\$
74	40	LF	237110	306-5.3	Remove Existing Storm Drain Pipe	\$	\$
75	500	LF	237110	306-5.3	Abandon Existing 1.5' x 10' RCB and Fill With CLSM	\$	\$
76	225	LF	237110	306-1.6	18-Inch RCP Storm Drain	\$	\$
77	939	LF	237110	306-1.6	24-Inch RCP Storm Drain	\$	\$
78	535	LF	237110	306-1.6	30-Inch RCP Storm Drain	\$	\$
79	1,283	LF	237110	306-1.6	36-Inch RCP Storm Drain	\$	\$
80	540	LF	237110	306-1.6	48-Inch RCP Storm Drain	\$	\$
81	4	LF	237110	306-1.6	66-Inch RCP Storm Drain	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
82	40	LF	238990	304-6.2	Remove and Replace Existing Fencing (Wrought Iron)	\$	\$
83	25	EA	238210	307-2	Install No. 3 1/2 Electrical Pull Box	\$	\$
84	6,250	LF	238210	307-2	Install 2-Inch Type 1 Steel Conduit	\$	\$
85	3	EA	238210	307-2	Remove and Reinstall Existing Light Pole	\$	\$
86	30	EA	238210	307-2	Remove and Reinstall Traffic Signs	\$	\$
87	1	LS	237110	306-14.1	Reconstruct 6-inch Water Service	<del>                    </del>	\$
88	1	LS	237110	306-14.1	Reconstruct 4-inch Fire Service	<del>                    </del>	\$
89	6	EA	541370	309-4	Survey Monuments	\$	\$
90	1	LS	237310	314-4.3.7	Traffic Stripes, Markings and Signage	<del>                    </del>	\$
91	1	LS	237310	314-4.4.6	Thermoplastic Traffic Stripes and Pavement Markings	<del>                    </del>	\$
92	1	LS	237990	701-13.8.4	Water Pollution Control Program Implementation	<del>                    </del>	\$
93	1	LS	541330	701-13.8.4	Water Pollution Control Program Development	<del>                    </del>	\$
94	1	AL	541330	701-13.8.4	Permit Fee –Type I	<del>                    </del>	\$383.00
95	5	DAYS	237110	707-1	Suspension of Work - Resources	\$	\$
96	1	AL	541690	707-2	Archeological and Native American Mitigation and Curation - Type I	<del>                    </del>	\$10,000.00
97	1	LS	561730	308-7	Tree Trimming	<del>                    </del>	
98	1	LS	541320	308-7	Arborist	<del>                    </del>	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
<b>Water Main Improvements</b>							
99	1	LS	237110	306-1.1.6	Trench Shoring, Sheeting, and Bracing F132	<del>                    </del>	\$
100	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	<del>                    </del>	\$
101	1	LS	237310	7-10.2.6	Traffic Control	<del>                    </del>	\$
102	1	LS	237110	7-16.3	Community Liaison	<del>                    </del>	\$
103	1	LS	237110	9-3.4.1	Mobilization	<del>                    </del>	\$
104	1	AL		9-3.5	Field Orders - Type II	<del>                    </del>	\$60,000.00
105	1	LS	237110	600-1.3.2.10	Contractor Furnished Materials for City Forces Connection and Cut-in Work for 16-inch Main	<del>                    </del>	\$
106	3,463	LF	237110	306-1.6	12-Inch Water Main - PVC	\$	\$
107	90	LF	237110	306-1.6	12-inch Water Main - CML and TW Steel	\$	\$
108	220	LF	237110	306-1.6	8-Inch Water Main	\$	\$
109	40	LF	237110	306-1.6	6-Inch Water Main	\$	\$
110	70	EA	237110	306-15	Water Meter Box	\$	\$
111	50	EA	237110	306-14.1	1-Inch Water Service	\$	\$
112	18	EA	237110	306-14.1	2-Inch Water Service	\$	\$
113	1	LS	237110	306-1.6	Thrust Anchor and Anchor Block	<del>                    </del>	\$
114	7	EA	237110	306-1.6	4-Inch Fire Service Connection	\$	\$



**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>	
130	5	DAYS	541690	707-1	Suspension of Work - Resources	\$	\$	
131	1	AL	541690	707-2	Archeological and Native American Mitigation and Curation - Type I	<del>                    </del>	\$3,773.00	
132	7,000	LF	237110	600-1.2.1.3	High-lining Removed by the Contractor	\$	\$	
133	3,636	LF	237110	708-6	Handling and Disposal of Non-friable Asbestos Material	\$	\$	
<b>ESTIMATED TOTAL BASE BID:</b>							<b>\$</b>	
<b>ALTERNATE A</b>								
1	1	LS	237110	600-1.2.2.10	High-lining by the Contractor	<del>                    </del>	\$	
2	-7,000	LF	237110	600-1.2.1.3	High-lining Removed by the Contractor (Base Bid Item 132)	\$	\$	
<b>ESTIMATED TOTAL ALTERNATE A:</b>							<b>\$</b>	
<b>ALTERNATE B</b>								
1	7	EA	237110	600-1.3.2.10	8-Inch through 10-Inch Connections to the Existing System by the Contractor	\$	\$	
2	3	EA	237110	600-1.3.2.10	12-Inch through 16-Inch Connections to the Existing System by the Contractor	\$	\$	
3	1	EA	237110	600-1.3.2.10	12-Inch through 16-Inch Cut-in Tee or Cross by the Contractor	\$	\$	
4	9	EA	237110	600-1.4.9	Cut and Plug Existing System by the Contractor	\$	\$	
5	1	LS	237110	306-1.6	Water Main Thrust Blocks and Anchor Blocks for 16" Pipe	<del>                    </del>	\$	

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
6	-400	SF	237110	600-1.3.1.5	Pavement Restoration for City Forces Final Connection (Base Bid Item 126)	\$	\$
<b>ESTIMATED TOTAL ALTERNATE B:</b>							\$
<b>ESTIMATED TOTAL BASE BID + ALTERNATE A + ALTERNATE B:</b>							\$

**BIDDING DOCUMENTS**

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TOTAL BID PRICE FOR BID (Items 1 through 133 PLUS ALTERNATE 'A' Items 1 through 2, PLUS ALTERNATE 'B' Items 1 through 6, inclusive) amount written in words:

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

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

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

Bidder: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Signature: \_\_\_\_\_

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## BIDDING DOCUMENTS

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### NOTES:

- A. The City shall determine the low Bid based on the Base Bid plus the following ALTERNATES: A and B.
- B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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

CITY CONTACT: Damian Singleton,- Contract Specialist, Email: DSingleton@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633

## ADDENDUM "C"

FOR



## JUAN STREET – CONCRETE REPLACEMENT PROJECT

BID NO.:	<u>K-14-5070-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00602/B-11101</u>
CLIENT DEPARTMENT:	<u>2113</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>ID</u>

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### BID DUE DATE:

**2:00 PM**

**APRIL 1, 2014**

**CITY OF SAN DIEGO**

**PUBLIC WORKS CONTRACTING GROUP**

**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**

**SAN DIEGO, CA 92101**

# ENGINEER OF WORK

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

A. Palasey  
1) Registered Engineer

3/18/14  
Date

Seal:



**A. CHANGES TO CONTRACT DOCUMENTS**

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

**B. ADDENDUM B**

1. To ITEM D, VOLUME 2, BIDDING DOCUMENTS, pages 6 through 17, Proposal (BID), **DELETE** in their entirety and **SUBSTITUTE** with pages 4 through 15 of this Addendum.

James Nagelvoort, Director  
Public Works Department

Dated: *March 18, 2014*  
San Diego, California

JN/KA/lji

**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **Juan Street – Concrete Replacement Project**, 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
<b>BASE BID</b>							
<b>Street and Storm Drain Improvements</b>							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	<del> </del>	\$
2	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	<del> </del>	\$
3	1	LS	237310	7-10.2.6	Traffic Control	<del> </del>	\$
4	1	LS	237310	7-16.3	Community Liaison	<del> </del>	\$
5	1	LS	237310	9-3.4.1	Mobilization	<del> </del>	\$
6	1	AL		9-3.5	Field Orders - Type II	<del> </del>	\$240,000.00
7	1	LS	238910	300-1.4	Clearing and Grubbing	<del> </del>	\$
8	3,850	CY	237310	300-2.9	Unclassified Excavation	\$	\$
9	44	EA	237310	301-1.7	Adjusting Existing Water Gate Valve to Grade	\$	\$
10	4	EA	237110	306-1.7.1	Sewer Lateral and Clean Out	\$	\$
11	10	EA	237310	301-1.7	Adjusting Existing Gas Valve to Grade	\$	\$
12	12	EA	237310	301-1.7	Adjusting Existing Sewer Manhole Frame and Cover to Grade	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
13	4	EA	237310	301-1.7	Adjusting Grease Trap Cover to Grade	\$	\$
14	15	EA	237110	301-1.7	Adjusting Storm Drain Manhole to Grade	\$	\$
15	6	EA	237310	301-1.7	Adjusting Telephone Manhole to Grade	\$	\$
16	1	EA	237310	301-1.7	Adjusting Electric Manhole to Grade	\$	\$
17	2	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$	\$
18	22	EA	237310	301-1.7	Adjusting Sewer Lateral Cleanout to Grade	\$	\$
19	24	EA	237310	301-1.7	Adjusting Electric Pullbox to Grade	\$	\$
20	1	EA	237310	301-1.7	Adjusting Traffic Signal Pullbox to Grade	\$	\$
21	29	EA	237310	301-1.7	Adjusting Cable TV Pullbox to Grade	\$	\$
22	8	EA	237310	301-1.7	Adjusting Electric Vault to Grade	\$	\$
23	4	EA	237310	301-1.7	Adjusting Telephone Vault to Grade	\$	\$
24	1	EA	237310	301-1.7	Adjusting Cable TV Riser to Grade	\$	\$
25	7	EA	237310	301-1.7	Adjusting Telephone Pullbox to Grade	\$	\$
26	4,600	TON	237310	301-2.4	Crushed Aggregate Base	\$	\$
27	4	EA	237310	302-1.12	Traffic Detector Loop Replacement and Wiring	\$	\$
28	46,000	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II and Striping	\$	\$
29	130	TON	237310	302-5.9	Asphalt Concrete - C2	\$	\$
30	780	SF	237310	302-5.9	6" AC Pavement Over Native - D2	\$	\$
31	2,890	CY	237310	302-6.8	8" PCC Pavement (Juan Street)	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
32	850	SF	237310	302-6.8	6" PCC Concrete Over Native	\$	\$
33	200	SF	237310	303-5.9	6" PCC Colored Concrete Over Native (Color to Match Existing)	\$	\$
34	150	SF	237310	303-5.9	6" PCC Colored Stamped Concrete Over Native (Color and Pattern to Match Existing)	\$	\$
35	2,200	SF	237310	303-5.9	PCC Concrete w/Embedded Stone	\$	\$
36	60	SF	237310	303-5.9	Remove and Replace Brick Walk/Driveway (In Kind)	\$	\$
37	30	SF	237310	303-1.11	Remove and Replace Existing PCC Concrete Steps (In Kind)	\$	\$
38	5,000	LF	237310	303-5.9	Curb & Gutter 6-Inch Curb, Type "H"	\$	\$
39	145	LF	237310	303-5.9	Curb & Gutter Variable Height	\$	\$
40	270	LF	237310	303-5.9	4" x 4" Curb (per Detail)	\$	\$
41	5	LF	237310	303-5.9	6" Curb	\$	\$
42	25	LF	237310	303-5.9	Remove and Replace Landscape Mow Curb (In Kind)	\$	\$
43	20	LF	237310	304-2.1.4	Pedestrian Protective Hand Railing	\$	\$
44	65	LF	237310	302-5.9	AC Berm	\$	\$
45	3,200	SF	237310	303-5.9	Cross Gutter	\$	\$
46	675	SF	237310	303-5.9	Modified Cross Gutter	\$	\$
47	12,000	SF	237310	303-5.9	Concrete Driveway (Per Detail and SDG-162)	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
48	900	SF	237310	303-5.9	Concrete Driveway (Per Detail)	\$	\$
49	25	EA	237310	306-1.6	Replace and Reconnect Sidewalk Underdrain Pipe	\$	\$
50	27,000	SF	237310	303-5.9	Remove and Replace Existing Concrete Sidewalk	\$	\$
51	4	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$	\$
52	3	EA	237310	303-5.10.2	Curb Ramp Type A w/ Trimmed Replaceable Detectable Warning Tiles	\$	\$
53	5	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Trimmed Replaceable Detectable Warning Tiles	\$	\$
54	7	EA	237310	303-5.10.2	Modified Curb Ramp Type C1 w/ Trimmed Replaceable Detectable Warning Tiles	\$	\$
55	4	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Stainless Steel Detectable Warning Tiles	\$	\$
56	60	LF	237310	303-4.2.4	Masonry Retaining Wall with Brick Facing (per Detail, SDG-105 and City Bulletin 222) (Including Removal and Salvage of Existing Brick Wall)	\$	\$
57	3,590	LF	237110	306-9.7	Televising Storm Drains For Acceptance	\$	\$
58	310	TON	237310	306-1.5.1	Temporary Resurfacing	\$	\$
59	1	LS	237110	306-1.1.6	Trench Shoring, Sheeting, and Bracing		\$
60	1	EA	237110	303-1.11	Grated Inlet	\$	\$
61	4	EA	237110	303-1.11	Curb Inlet Type B-1 (L=8')	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
62	1	EA	237110	303-1.11	Curb Inlet Type A-1 (L=8')	\$	\$
63	1	EA	237110	303-1.11	Curb Inlet Type B-1 (L=10')	\$	\$
64	1	EA	237110	303-1.11	Curb Inlet Type B-1 (L=14')	\$	\$
65	1	EA	237110	303-1.11	Curb Inlet Type B-1 (L=16')	\$	\$
66	5	EA	237110	303-1.11	Curb Inlet Type B-1 (L=21')	\$	\$
67	2	EA	237110	303-1.11	Curb Inlet Type A-1 (L=21')	\$	\$
68	20	EA	237110	303-1.11	Clean Out Type A	\$	\$
69	1	EA	237110	303-1.11	Concrete Collar	\$	\$
70	2	EA	237110	303-1.11	Concrete Plug	\$	\$
71	9	EA	237110	306-5.3	Brick and Mortar Plug	\$	\$
72	5	EA	237110	306-5.3	Remove and Dispose Curb Inlets	\$	\$
73	250	LF	237110	306-5.3	Remove and Dispose 1.5' x 10' RCB	\$	\$
74	40	LF	237110	306-5.3	Remove Existing Storm Drain Pipe	\$	\$
75	500	LF	237110	306-5.3	Abandon Existing 1.5' x 10' RCB and Fill With CLSM	\$	\$
76	225	LF	237110	306-1.6	18-Inch RCP Storm Drain	\$	\$
77	939	LF	237110	306-1.6	24-Inch RCP Storm Drain	\$	\$
78	535	LF	237110	306-1.6	30-Inch RCP Storm Drain	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
79	1,283	LF	237110	306-1.6	36-Inch RCP Storm Drain	\$	\$
80	540	LF	237110	306-1.6	48-Inch RCP Storm Drain	\$	\$
81	4	LF	237110	306-1.6	66-Inch RCP Storm Drain	\$	\$
82	40	LF	238990	304-6.2	Remove and Replace Existing Fencing (Wrought Iron)	\$	\$
83	25	EA	238210	307-2	Install No. 3 1/2 Electrical Pull Box	\$	\$
84	6,250	LF	238210	307-2	Install 2" PVC Conduit Per City Standards	\$	\$
85	3	EA	238210	307-2	Remove and Reinstall Existing Light Pole	\$	\$
86	30	EA	238210	307-2	Remove and Reinstall Traffic Signs	\$	\$
87	1	LS	237110	306-14.1	Reconstruct 6-inch Water Service	<del>                    </del>	\$
88	1	LS	237110	306-14.1	Reconstruct 4-inch Fire Service	<del>                    </del>	\$
89	6	EA	541370	309-4	Survey Monuments	\$	\$
90	1	LS	237310	314-4.3.7	Traffic Stripes, Markings and Signage	<del>                    </del>	\$
91	1	LS	237310	314-4.4.6	Thermoplastic Traffic Stripes and Pavement Markings	<del>                    </del>	\$
92	1	LS	237990	701-13.8.4	Water Pollution Control Program Implementation	<del>                    </del>	\$
93	1	LS	541330	701-13.8.4	Water Pollution Control Program Development	<del>                    </del>	\$
94	1	AL	541330	701-13.8.4	Permit Fee –Type I	<del>                    </del>	\$383.00
95	5	DAYS	237110	707-1	Suspension of Work - Resources	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
96	1	AL	541690	707-2	Archeological and Native American Mitigation and Curation - Type I		\$10,000.00
97	1	LS	561730	308-7	Tree Trimming		
98	1	LS	541320	308-7	Arborist		\$
<b>Water Main Improvements</b>							
99	1	LS	237110	306-1.1.6	Trench Shoring, Sheeting, and Bracing F132		\$
100	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		\$
101	1	LS	237310	7-10.2.6	Traffic Control		\$
102	1	LS	237110	7-16.3	Community Liaison		\$
103	1	LS	237110	9-3.4.1	Mobilization		\$
104	1	AL		9-3.5	Field Orders - Type II		\$60,000.00
105	1	LS	237110	600-1.3.2.10	Contractor Furnished Materials for City Forces Connection and Cut-in Work for 16-inch Main		\$
106	3,463	LF	237110	306-1.6	12-Inch Water Main - PVC	\$	\$
107	90	LF	237110	306-1.6	12-inch Water Main - CML and TW Steel	\$	\$
108	220	LF	237110	306-1.6	8-Inch Water Main	\$	\$
109	40	LF	237110	306-1.6	6-Inch Water Main	\$	\$
110	70	EA	237110	306-15	Water Meter Box	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
111	50	EA	237110	306-14.1	1-Inch Water Service	\$	\$
112	18	EA	237110	306-14.1	2-Inch Water Service	\$	\$
113	1	LS	237110	306-1.6	Thrust Anchor and Anchor Block	<del>\$</del>	\$
114	7	EA	237110	306-1.6	4-Inch Fire Service Connection	\$	\$
115	2	EA	237110	306-1.6	6-Inch Fire Service Connection	\$	\$
116	2	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly and Marker - 2 Port	\$	\$
117	9	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly and Marker - 3 Port	\$	\$
118	13	EA	237110	306-1.6	12-Inch Gate Valve	\$	\$
119	6	EA	237110	306-1.6	8-Inch Gate Valve	\$	\$
120	4	EA	237110	306-1.6	6-Inch Gate Valve	\$	\$
121	285	TON	237310	306-1.5.1	Temporary Resurfacing	\$	\$
122	1	EA	237110	306-18	2-Inch Blowoff Valve Assembly	\$	\$
123	2	EA	237110	306-19	2-Inch Air and+F13 Vacuum Valve	\$	\$
124	4	EA	237310	303-5.10.2	Modified Curb Ramp Case E w/ Trimmed Replaceable Detectable Warning Tiles	\$	\$
125	1	EA	237310	303-5.10.2	Modified Curb Ramp Type C1 w/ Trimmed Replaceable Detectable Warning Tiles	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
126	400	SF	237310	600-1.3.1.5	Pavement Restoration for City Forces Final Connection	\$	\$
127	1	LS	237990	701-13.9.4	Water Pollution Control Program Implementation	<del>                    </del>	\$
128	1	LS	541330	701-13.8.4	Water Pollution Control Program Development	<del>                    </del>	\$
129	1	AL	541330	701-13.8.4	Permit Fee –Type I	<del>                    </del>	\$383.00
130	5	DAYS	541690	707-1	Suspension of Work - Resources	\$	\$
131	1	AL	541690	707-2	Archeological and Native American Mitigation and Curation - Type I	<del>                    </del>	\$3,773.00
132	7,000	LF	237110	600-1.2.1.3	High-lining Removed by the Contractor	\$	\$
133	3,636	LF	237110	708-6	Handling and Disposal of Non-friable Asbestos Material	\$	\$
<b>ESTIMATED TOTAL BASE BID:</b>							<b>\$</b>
<b>ALTERNATE A</b>							
1	1	LS	237110	600-1.2.2.10	High-lining by the Contractor	<del>                    </del>	\$
2	-7,000	LF	237110	600-1.2.1.3	High-lining Removed by the Contractor (Base Bid Item 132)	\$	\$
<b>ESTIMATED TOTAL ALTERNATE A:</b>							<b>\$</b>
<b>ALTERNATE B</b>							
1	7	EA	237110	600-1.3.2.10	8-Inch through 10-Inch Connections to the Existing System by the Contractor	\$	\$

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>	
2	3	EA	237110	600-1.3.2.10	12-Inch through 16-Inch Connections to the Existing System by the Contractor	\$	\$	
3	1	EA	237110	600-1.3.2.10	12-Inch through 16-Inch Cut-in Tee or Cross by the Contractor	\$	\$	
4	9	EA	237110	600-1.4.9	Cut and Plug Existing System by the Contractor	\$	\$	
5	1	LS	237110	306-1.6	Water Main Thrust Blocks and Anchor Blocks for 16" Pipe	<del>\$</del>	\$	
6	-400	SF	237110	600-1.3.1.5	Pavement Restoration for City Forces Final Connection (Base Bid Item 126)	\$	\$	
<b>ESTIMATED TOTAL ALTERNATE B:</b>							\$	
<b>ESTIMATED TOTAL BASE BID + ALTERNATE A + ALTERNATE B:</b>							\$	

**BIDDING DOCUMENTS**

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TOTAL BID PRICE FOR BID (Items 1 through 133 PLUS ALTERNATE 'A' Items 1 through 2, PLUS ALTERNATE 'B' Items 1 through 6, inclusive) amount written in words:

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

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Bidder: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Signature: \_\_\_\_\_

**NOTES:**

- A. The City shall determine the low Bid based on the Base Bid plus the following ALTERNATES: A and B.
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# City of San Diego

CONTRACTOR'S NAME: DICK MILLER INC.  
ADDRESS: 930 BOARDWALK, SUITE H, SAN MARCOS, CA 92078  
TELEPHONE NO.: 760-471-6842 FAX NO.: 760-471-6178  
CITY CONTACT: Damian Singleton - Contract Specialist, Email: DSingleton@sandiego.gov  
Phone No. (619) 533-3482, Fax No. (619) 533-3633  
NAberra/KAsgharzadeh/LAD

## CONTRACT DOCUMENTS



## FOR

## JUAN STREET – CONCRETE REPLACEMENT PROJECT

VOLUME 2 OF 2

BID NO.: K-14-5070-DBB-3  
SAP NO. (WBS/IO/CC): S-00602/B-11101  
CLIENT DEPARTMENT: 2113  
COUNCIL DISTRICT: 2  
PROJECT TYPE: ID

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

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

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

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DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

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

- 1. Bid/Proposal..... 3
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**BIDDING DOCUMENTS**

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**PROPOSAL**

**Bidder's General Information**

To the City of San Diego:

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

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

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

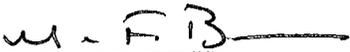
- (1) Name under which business is conducted \_\_\_\_\_
- (2) Signature (Given and surname) of proprietor \_\_\_\_\_
- (3) Place of Business (Street & Number) \_\_\_\_\_
- (4) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (5) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_
- (6) Email Address \_\_\_\_\_

**BIDDING DOCUMENTS**

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):  
\_\_\_\_\_  
\_\_\_\_\_
- (3) Signature (Note: Signature must be made by a general partner)  
\_\_\_\_\_  
  
Full Name and Character of partner  
\_\_\_\_\_  
\_\_\_\_\_
- (4) Place of Business (Street & Number) \_\_\_\_\_
- (5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
- (6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_
- (7) Email Address \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

- (1) Name under which business is conducted DICK MILLER INC.
- (2) Signature, with official title of officer authorized to sign for the corporation:  
  
\_\_\_\_\_  
(Signature)  
GLEN BULLOCK  
\_\_\_\_\_  
(Printed Name)  
PRESIDENT  
\_\_\_\_\_  
(Title of Officer)  

(Impress Corporate Seal Here)
- (3) Incorporated under the laws of the State of CALIFORNIA
- (4) Place of Business (Street & Number) 930 BOARDWALK, SUITE H
- (5) City and State SAN MARCOS, CA Zip Code 92078

**BIDDING DOCUMENTS**

(6) Telephone No. 760-471-6842 Facsimile No. 760-471-6178  
(7) Email Address gbullock@dickmillerinc.com

**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

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

LICENSE CLASSIFICATION A, B & C-12  
LICENSE NO. 380204 EXPIRES JUNE 30, 2015

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

TAX IDENTIFICATION NUMBER (TIN): 33-0654534  
E-Mail Address: gbullock@dickmillerinc.com

**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

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

Signature M. F. B. Title PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 1st DAY OF APRIL, 2014

Notary Public in and for the County of SAN DIEGO, State of CALIFORNIA

[Signature]

(NOTARIAL SEAL)



**BIDDING DOCUMENTS**

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That Dick Miller, Inc. as Principal, and The Ohio Casualty Insurance Company as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

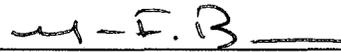
WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled Juan Street- Concrete Replacement Project/ K-14-5070-DBB-3

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

SIGNED AND SEALED, this 10th day of March, 20 14

Dick Miller, Inc. (SEAL)  
(Principal)

The Ohio Casualty Insurance Company(SEAL)  
(Surety)

By:   
(Signature)

By:   
(Signature) Bart Stewart, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6094342

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart

all of the city of Encinitas, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of April, 2013.



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

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 24th day of April, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10<sup>th</sup> day of March, 20 14.



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

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

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

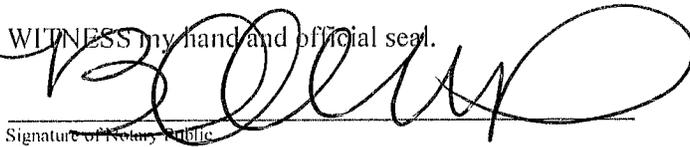
County of San Diego

On 3/10/14 before me, Brittany Aceves, Notary Public  
(Here insert name and title of the officer)

personally appeared Bart Stewart

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

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

WITNESS my hand and official seal.  
  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_

(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

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

\_\_\_\_\_

(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document

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

State of California )
County of SAN DIEGO ) ss.

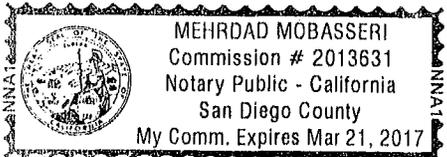
GLEN BULLOCK, being first duly sworn, deposes and says that he or she is PRESIDENT of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not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

Signed: M. E. B.

Title: PRESIDENT

Subscribed and sworn to before me this 1st day of APRIL / MARCH, 20 14

[Signature]
Notary Public



(SEAL)

**BIDDING DOCUMENTS**

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: DICK MILLER INC.

Certified By GLEN BULLOCK Title PRESIDENT  
Name

*Glen Bullock* Date 4-1-14  
Signature

**USE ADDITIONAL FORMS AS NECESSARY**



**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **Juan Street – Concrete Replacement Project**, 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
<b>BASE BID</b>							
<b>Street and Storm Drain Improvements</b>							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	<del>                    </del>	\$ 44,000.00
2	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions	<del>                    </del>	\$ 950.00
3	1	LS	237310	7-10.2.6	Traffic Control	<del>                    </del>	\$ 161,000.00
4	1	LS	237310	7-16.3	Community Liaison	<del>                    </del>	\$ 10,000.00
5	1	LS	237310	9-3.4.1	Mobilization	<del>                    </del>	\$ <i>175,000.<sup>82</sup></i>
6	1	AL		9-3.5	Field Orders - Type II	<del>                    </del>	\$240,000.00
7	1	LS	238910	300-1.4	Clearing and Grubbing	<del>                    </del>	\$ <i>226,127<sup>40</sup></i>
8	3,850	CY	237310	300-2.9	Unclassified Excavation	\$ 53.00	\$ 204,050.00
9	44	EA	237310	301-1.7	Adjusting Existing Water Gate Valve to Grade	\$ 200.00	\$ 8,800.00
10	4	EA	237110	306-1.7.1	Sewer Lateral and Clean Out	\$ 1,500.00	\$ 6,000.00
11	10	EA	237310	301-1.7	Adjusting Existing Gas Valve to Grade	\$ 200.00	\$ 2,000.00
12	12	EA	237310	301-1.7	Adjusting Existing Sewer Manhole Frame and Cover to Grade	\$ 350.00	\$ 4,200.00

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
13	4	EA	237310	301-1.7	Adjusting Grease Trap Cover to Grade	\$ 325.00	\$ 1,300.00
14	15	EA	237110	301-1.7	Adjusting Storm Drain Manhole to Grade	\$ 400.00	\$ 6,000.00
15	6	EA	237310	301-1.7	Adjusting Telephone Manhole to Grade	\$ 400.00	\$ 2,400.00
16	1	EA	237310	301-1.7	Adjusting Electric Manhole to Grade	\$ 400.00	\$ 400.00
17	2	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$ 250.00	\$ <del>250.00</del> 500
18	22	EA	237310	301-1.7	Adjusting Sewer Lateral Cleanout to Grade	\$ 300.00	\$ 6,600.00
19	24	EA	237310	301-1.7	Adjusting Electric Pullbox to Grade	\$ 250.00	\$ 6,000.00
20	1	EA	237310	301-1.7	Adjusting Traffic Signal Pullbox to Grade	\$ 150.00	\$ 150.00
21	29	EA	237310	301-1.7	Adjusting Cable TV Pullbox to Grade	\$ 500.00	\$ 14,500.00
22	8	EA	237310	301-1.7	Adjusting Electric Vault to Grade	\$ 2,500.00	\$ 20,000.00
23	4	EA	237310	301-1.7	Adjusting Telephone Vault to Grade	\$ 2,500.00	\$ 10,000.00
24	1	EA	237310	301-1.7	Adjusting Cable TV Riser to Grade	\$ 300.00	\$ 300.00
25	7	EA	237310	301-1.7	Adjusting Telephone Pullbox to Grade	\$ 800.00	\$ 5,600.00
26	4,600	TON	237310	301-2.4	Crushed Aggregate Base	\$ 30.40	\$ 139,840.00
27	4	EA	237310	302-1.12	Traffic Detector Loop Replacement and Wiring	\$ 660.00	\$ 2,640.00
28	46,000	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry Type II and Striping	\$ 0.82	\$ 37,720.00
29	130	TON	237310	302-5.9	Asphalt Concrete - C2	\$ 146.00	\$ 18,980.00
30	780	SF	237310	302-5.9	6" AC Pavement Over Native - D2	\$ 8.80	\$ 6,864.00
31	2,890	CY	237310	302-6.8	8" PCC Pavement (Juan Street)	\$ 180.00	\$ 520,200.00

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
32	850	SF	237310	302-6.8	6" PCC Concrete Over Native	\$ 8.50	\$ 7,225.00
33	200	SF	237310	303-5.9	6" PCC Colored Concrete Over Native (Color to Match Existing)	\$ 10.00	\$ 2,000.00
34	150	SF	237310	303-5.9	6" PCC Colored Stamped Concrete Over Native (Color and Pattern to Match Existing)	\$ 17.50	\$ 2,625.00
35	2,200	SF	237310	303-5.9	PCC Concrete w/Embedded Stone	\$ 15.00	\$ 33,000.00
36	60	SF	237310	303-5.9	Remove and Replace Brick Walk/Driveway (In Kind)	\$ 41.00	\$ 2,460.00
37	30	SF	237310	303-1.11	Remove and Replace Existing PCC Concrete Steps (In Kind)	\$ 63.00	\$ 1,890.00
38	5,000	LF	237310	303-5.9	Curb & Gutter 6-Inch Curb, Type "H"	\$ 25.00	\$ 125,000.00
39	145	LF	237310	303-5.9	Curb & Gutter Variable Height	\$ 26.60	\$ 3,857.00
40	270	LF	237310	303-5.9	4" x 4" Curb (per Detail)	\$ 23.50	\$ 6,345.00
41	5	LF	237310	303-5.9	6" Curb	\$ 23.60	\$ 118.00
42	25	LF	237310	303-5.9	Remove and Replace Landscape Mow Curb (In Kind)	\$ 31.00	\$ 775.00
43	20	LF	237310	304-2.1.4	Pedestrian Protective Hand Railing	\$ 83.00	\$ 1,660.00
44	65	LF	237310	302-5.9	AC Berm	\$ 25.00	\$ 1,625.00
45	3,200	SF	237310	303-5.9	Cross Gutter	\$ 9.40	\$ 30,080.00
46	675	SF	237310	303-5.9	Modified Cross Gutter	\$ 10.40	\$ 7,020.00
47	12,000	SF	237310	303-5.9	Concrete Driveway (Per Detail and SDG-162)	\$ 6.75	\$ 81,000.00

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
48	900	SF	237310	303-5.9	Concrete Driveway (Per Detail)	\$ 7.50	\$ 6,750.00
49	25	EA	237310	306-1.6	Replace and Reconnect Sidewalk Underdrain Pipe	\$ 150.00	\$ 3,750.00
50	27,000	SF	237310	303-5.9	Remove and Replace Existing Concrete Sidewalk	\$ 6.00	\$ 162,000.00
51	4	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$ 150.00	\$ 600.00
52	3	EA	237310	303-5.10.2	Curb Ramp Type A w/ Trimmed Replaceable Detectable Warning Tiles	\$ 1,300.00	\$ 3,900.00
53	5	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Trimmed Replaceable Detectable Warning Tiles	\$ 1,300.00	\$ 6,500.00
54	7	EA	237310	303-5.10.2	Modified Curb Ramp Type C1 w/ Trimmed Replaceable Detectable Warning Tiles	\$ 1,600.00	\$ 11,200.00
55	4	EA	237310	303-5.10.2	Curb Ramp Type C1 w/ Stainless Steel Detectable Warning Tiles	\$ 1,500.00	\$ 6,000.00
56	60	LF	237310	303-4.2.4	Masonry Retaining Wall with Brick Facing (per Detail, SDG-105 and City Bulletin 222) (Including Removal and Salvage of Existing Brick Wall)	\$ 130.00	\$ 7,800.00
57	3,590	LF	237110	306-9.7	Televising Storm Drains For Acceptance	\$ 1.40	\$ 5,026.00
58	310	TON	237310	306-1.5.1	Temporary Resurfacing	\$ 100.00	\$ 31,000.00
59	1	LS	237110	306-1.1.6	Trench Shoring, Sheeting, and Bracing		\$ 17,630.00
60	1	EA	237110	303-1.11	Grated Inlet	\$ 3,800.00	\$ 3,800.00
61	4	EA	237110	303-1.11	Curb Inlet Type B-1 (L=8')	\$ 4,600.00	\$ 18,400.00

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
62	1	EA	237110	303-1.11	Curb Inlet Type A-1 (L=8')	\$ 5,500.00	\$ 5,500.00
63	1	EA	237110	303-1.11	Curb Inlet Type B-1 (L=10')	\$ 4,900.00	\$ 4,900.00
64	1	EA	237110	303-1.11	Curb Inlet Type B-1 (L=14')	\$ 6,400.00	\$ 6,400.00
65	1	EA	237110	303-1.11	Curb Inlet Type B-1 (L=16')	\$ 6,000.00	\$ 6,000.00
66	5	EA	237110	303-1.11	Curb Inlet Type B-1 (L=21')	\$ 9,000.00	\$ 45,000.00
67	2	EA	237110	303-1.11	Curb Inlet Type A-1 (L=21')	\$ 8,640.00	\$ 17,280.00
68	20	EA	237110	303-1.11	Clean Out Type A	\$ 4,250.00	\$ 85,000.00
69	1	EA	237110	303-1.11	Concrete Collar	\$ 1,500.00	\$ 1,500.00
70	2	EA	237110	303-1.11	Concrete Plug	\$ 1,500.00	\$ 3,000.00
71	9	EA	237110	306-5.3	Brick and Mortar Plug	\$ 1,300.00	\$ 11,700.00
72	5	EA	237110	306-5.3	Remove and Dispose Curb Inlets	\$ 570.00	\$ 2,850.00
73	250	LF	237110	306-5.3	Remove and Dispose 1.5' x 10' RCB	\$ 55.00	\$ 13,750.00
74	40	LF	237110	306-5.3	Remove Existing Storm Drain Pipe	\$ 50.00	\$ 2,000.00
75	500	LF	237110	306-5.3	Abandon Existing 1.5' x 10' RCB and Fill With CLSM	\$ 52.00	\$ 26,000.00
76	225	LF	237110	306-1.6	18-Inch RCP Storm Drain	\$ 84.00	\$ 18,900.00
77	939	LF	237110	306-1.6	24-Inch RCP Storm Drain	\$ 89.00	\$ 83,571.00
78	535	LF	237110	306-1.6	30-Inch RCP Storm Drain	\$ 110.00	\$ 58,850.00

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
79	1,283	LF	237110	306-1.6	36-Inch RCP Storm Drain	\$ 139.00	\$ 178,337.00
80	540	LF	237110	306-1.6	48-Inch RCP Storm Drain	\$ 183.00	\$ 98,820.00
81	4	LF	237110	306-1.6	66-Inch RCP Storm Drain	\$ 605.00	\$ 2,420.00
82	40	LF	238990	304-6.2	Remove and Replace Existing Fencing (Wrought Iron)	\$ 135.00	\$ 5,400.00
83	25	EA	238210	307-2	Install No. 3 1/2 Electrical Pull Box	\$ 250.00	\$ 6,250.00
84	6,250	LF	238210	307-2	Install 2" PVC Conduit Per City Standards	\$ 11.00	\$ 68,750.00
85	3	EA	238210	307-2	Remove and Reinstall Existing Light Pole	\$ 1,800.00	\$ 5,400.00
86	30	EA	238210	307-2	Remove and Reinstall Traffic Signs	\$ 90.00	\$ 2,700.00
87	1	LS	237110	306-14.1	Reconstruct 6-inch Water Service	<del>                    </del>	\$ 9,000.00
88	1	LS	237110	306-14.1	Reconstruct 4-inch Fire Service	<del>                    </del>	\$ 28,700.00
89	6	EA	541370	309-4	Survey Monuments	\$ 1,800.00	\$ 10,800.00
90	1	LS	237310	314-4.3.7	Traffic Stripes, Markings and Signage	<del>                    </del>	\$ 2,833.00
91	1	LS	237310	314-4.4.6	Thermoplastic Traffic Stripes and Pavement Markings	<del>                    </del>	\$ 3,682.00
92	1	LS	237990	701-13.8.4	Water Pollution Control Program Implementation	<del>                    </del>	\$ 5,000.00
93	1	LS	541330	701-13.8.4	Water Pollution Control Program Development	<del>                    </del>	\$ 1,000.00
94	1	AL	541330	701-13.8.4	Permit Fee -Type I	<del>                    </del>	\$383.00
95	5	DAYS	237110	707-1	Suspension of Work - Resources	\$ 500.00	\$ 2,500.00

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
96	1	AL	541690	707-2	Archeological and Native American Mitigation and Curation - Type I		\$10,000.00
97	1	LS	561730	308-7	Tree Trimming		11,250.00
98	1	LS	541320	308-7	Arborist		\$ 3,000.00
<b>Water Main Improvements</b>							
99	1	LS	237110	306-1.1.6	Trench Shoring, Sheeting, and Bracing F132		\$ 19,800.00
100	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		\$ 950.00
101	1	LS	237310	7-10.2.6	Traffic Control		\$ 44,600.00
102	1	LS	237110	7-16.3	Community Liaison		\$ 10,000.00
103	1	LS	237110	9-3.4.1	Mobilization		\$ <i>80,000.00</i>
104	1	AL		9-3.5	Field Orders - Type II		\$60,000.00
105	1	LS	237110	600-1.3.2.10	Contractor Furnished Materials for City Forces Connection and Cut-in Work for 16-inch Main		\$ 7,600.00
106	3,463	LF	237110	306-1.6	12-Inch Water Main - PVC	\$ 91.00	\$ 315,133.00
107	90	LF	237110	306-1.6	12-inch Water Main - CML and TW Steel	\$ 132.00	\$ 11,880.00
108	220	LF	237110	306-1.6	8-Inch Water Main	\$ 80.00	\$ 17,600.00
109	40	LF	237110	306-1.6	6-Inch Water Main	\$ 67.00	\$ 2,680.00
110	70	EA	237110	306-15	Water Meter Box	\$ 333.00	\$ 23,310.00

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
111	50	EA	237110	306-14.1	1-Inch Water Service	\$ 2,400.00	\$ 120,000.00
112	18	EA	237110	306-14.1	2-Inch Water Service	\$ 2,840.00	\$ 51,120.00
113	1	LS	237110	306-1.6	Thrust Anchor and Anchor Block	<del>                    </del>	\$ 1,000.00
114	7	EA	237110	306-1.6	4-Inch Fire Service Connection	\$ 6,440.00	\$ 45,080.00
115	2	EA	237110	306-1.6	6-Inch Fire Service Connection	\$ 7,325.00	\$ 14,650.00
116	2	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly and Marker - 2 Port	\$ 7,600.00	\$ 15,200.00
117	9	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly and Marker - 3 Port	\$ 6,980.00	\$ 62,820.00
118	13	EA	237110	306-1.6	12-Inch Gate Valve	\$ 3,900.00	\$ 50,700.00
119	6	EA	237110	306-1.6	8-Inch Gate Valve	\$ 2,700.00	\$ 16,200.00
120	4	EA	237110	306-1.6	6-Inch Gate Valve	\$ 2,300.00	\$ 9,200.00
121	285	TON	237310	306-1.5.1	Temporary Resurfacing	\$ 100.00	\$ 28,500.00
122	1	EA	237110	306-18	2-Inch Blowoff Valve Assembly	\$ 4,350.00	\$ 4,350.00
123	2	EA	237110	306-19	2-Inch Air and+F13 Vacuum Valve	\$ 5,440.00	\$ 10,880.00
124	4	EA	237310	303-5.10.2	Modified Curb Ramp Case E w/ Trimmed Replaceable Detectable Warning Tiles	\$ 2,625.00	\$ 10,500.00
125	1	EA	237310	303-5.10.2	Modified Curb Ramp Type C1 w/ Trimmed Replaceable Detectable Warning Tiles	\$ 2,325.00	\$ 2,325.00

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
126	400	SF	237310	600-1.3.1.5	Pavement Restoration for City Forces Final Connection	\$ 10.00	\$ 4,000.00	
127	1	LS	237990	701-13.9.4	Water Pollution Control Program Implementation	<del>                    </del>	\$ 5,000.00	
128	1	LS	541330	701-13.8.4	Water Pollution Control Program Development	<del>                    </del>	\$ 1,000.00	
129	1	AL	541330	701-13.8.4	Permit Fee -Type I	<del>                    </del>	\$383.00	
130	5	DAYS	541690	707-1	Suspension of Work - Resources	\$ 500.00	\$ 2,500.00	
131	1	AL	541690	707-2	Archeological and Native American Mitigation and Curation - Type I	<del>                    </del>	\$3,773.00	
132	7,000	LF	237110	600-1.2.1.3	High-lining Removed by the Contractor	\$ 1.30	\$ 9,100.00	
133	3,636	LF	237110	708-6	Handling and Disposal of Non-friable Asbestos Material	\$ 3.50	\$ 12,726.00	
<b>ESTIMATED TOTAL BASE BID:</b>							<b>\$ 4,326,143<sup>00</sup></b>	
<b>ALTERNATE A</b>								
1	1	LS	237110	600-1.2.2.10	High-lining by the Contractor	<del>                    </del>	\$ 79,300.00	
2	-7,000	LF	237110	600-1.2.1.3	High-lining Removed by the Contractor (Base Bid Item 132)	\$ 1.30	\$ -9,100.00	
<b>ESTIMATED TOTAL ALTERNATE A:</b>							<b>\$ 70,200.00</b>	
<b>ALTERNATE B</b>								
1	7	EA	237110	600-1.3.2.10	8-Inch through 10-Inch Connections to the Existing System by the Contractor	\$ 5,300.00	\$ 37,100.00	

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
2	3	EA	237110	600-1.3.2.10	12-Inch through 16-Inch Connections to the Existing System by the Contractor	\$ 5,600.00	\$ 16,800.00
3	1	EA	237110	600-1.3.2.10	12-Inch through 16-Inch Cut-in Tee or Cross by the Contractor	\$ 14,500.00	\$ 14,500.00
4	9	EA	237110	600-1.4.9	Cut and Plug Existing System by the Contractor	\$ 1,100.00	\$ 9,900.00
5	1	LS	237110	306-1.6	Water Main Thrust Blocks and Anchor Blocks for 16" Pipe	<del>                    </del>	\$ 2,900.00
6	-400	SF	237110	600-1.3.1.5	Pavement Restoration for City Forces Final Connection (Base Bid Item 126)	\$ 10.00	\$ -4,000.00
<b>ESTIMATED TOTAL ALTERNATE B:</b>							\$ 77,200.00
<b>ESTIMATED TOTAL BASE BID + ALTERNATE A + ALTERNATE B:</b>							\$ 147,400.00

**BIDDING DOCUMENTS**

TOTAL BID PRICE FOR BID (Items 1 through 133 PLUS ALTERNATE 'A' Items 1 through 2, PLUS ALTERNATE 'B' Items 1 through 6, inclusive) amount written in words:

*four Million five hundred forty three thousand five hundred forty three dollars*

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

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

GLEN BULLOCK

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

Bidder: Dick Miller Inc. - Glen Bullock

Title: President, Secretary & Treasurer

Business Address: 930 Boardwalk, Suite H, San Marcos, CA 92078

Place of Business: 930 Boardwalk, Suite H, San Marcos, CA 92078

Place of Residence: 5605 Golden Trails Way, Oceanside, CA 92057

Signature: *M - F. B.*

**BIDDING DOCUMENTS**

**LIST OF SUBCONTRACTORS**

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

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 SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: SOLID STRUCTURES Address: 7400 EL CAJON BLVD. City: LA MESA State: CA Zip: 91944 Phone: 619-464-5210	CONSTRUCTOR	DRAINAGE STRUCTURES (PARTIAL)	\$148,100.00			
Name: _____ Address: _____ City: _____ State: CA Zip: _____ Phone: _____	CONSTRUCTOR					
Name: _____ Address: _____ City: _____ State: CA Zip: _____ Phone: _____	CONSTRUCTOR					

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

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

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

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

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

**BIDDING DOCUMENTS**

**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 SDVOSB <sup>ⓐ</sup>	WHERE CERTIFIED <sup>ⓑ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: SELECT ELECTRIC Address: 13250 KIRKHAM WAY City: POWAY State: CA Zip: 92064 Phone: 619-460-6060	CONSTRUCTOR	ELECTRICAL	\$83,000.00			
Name: AMERICAN ASPHALT SOUTH Address: 14436 SANTA ANA INC. City: FONTANA State: CA Zip: 92337 Phone: 909-427-8276	CONSTRUCTOR	SLURRY SEAL (PARTIAL)	\$20,240.00			
Name: AMERICAN CONCRETE Address: 540 OPPER STREET City: ESCONDIDO State: CA Zip: 92029 Phone: 760-471-9907	CONSTRUCTOR	CONCRETE (PARTIAL)	\$940,000.00			

<sup>ⓐ</sup> 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		

<sup>ⓑ</sup> 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.**

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

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

ⓑ 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.**

## BIDDING DOCUMENTS

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### NOTES:

- A. The City shall determine the low Bid based on the Base Bid plus the following ALTERNATES: A and B.
- B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.