Mr. Hani Assi, Secretary Tri-Group Const. and Development, Inc. 9580 Black Mountain Road, Suite L San Diego, CA 92126

City of San Diego, so P: (858) 689-0058 F: (858) 689-1594 ted Successor Agency to the Redevelopment Agency of the City of San Diego, a former public body, corporate and politic, herein referred to as

Successor Agency

CONTRACTOR'S	NAME:
ADDRESS:	
TELEPHONE NO.	FAX NO.:
CITY CONTACT:_	DAMIAN SINGLETON, Contract Specialist, Email: Dsingleton@sandiego.gov
	Phone No. (619) 533-3482, Fax No. (619) 533-3633
_	G.Sorenson/BDoringo/egz

CONTRACT DOCUMENTS FOR

ORIGINAL



PARK BOULEVARD AND SAN DIEGO HIGH SCHOOL PEDESTRIAN TRAFFIC SIGNAL AND STREETSCAPE IMPROVEMENTS

VOLUME 1 OF 2

BID NO.:	K-15-6221-DBB-3-A	
SAP NO. (WBS/IO/CC):	24001299	
CLIENT DEPARTMENT:	2116	
COUNCIL DISTRICT:	3	
PROJECT TYPE:	IK / II	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- > BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2))
- ➤ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐
- > THIS IS A SANDAG FUNDED CONTRACT
- > THIS IS A SMART GROWTH INCENTIVE PROGRAM

BID DUE DATE:

2:00PM FEBRUARY 19, 2015 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Registered Engineer, Lawrence Thomburgh

Seal:

Date



ORIGINAL

The contractual content of the engineering Specifications and Special Provisions contained herein has been reviewed by the following Professional Engineer:



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The Successor Agency is defined in SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS of Volume 1 of this solicitation. All references herein to City shall be deemed to refer to the Successor Agency where necessary to identify the agency in privity of contract for the performance of this project.

CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

- 1. RECEIPT AND OPENING OF BIDS: Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work on Park Boulevard and San Diego High School Pedestrian Traffic Signal and Streetscape Improvements (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. SUBCONTRACTING PARTICIPATION PERCENTAGES:

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	11.1%
2.	ELBE participation	22.3%
3.	Total mandatory participation	33.4%

- **4.2.** The Bidders are **strongly encouraged** 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.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
 - **4.3.2.** Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE

Subcontractors required in this document within **3 Working 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 Contracts, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101 at 10:00 AM, on JANUARY 29, 2015.
- **5.2.** All potential bidders are encouraged to attend.
- 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 Contracts 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:

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 vendor registration and bid management system, BidsOnlineTM hosted by PlanetBids System. For additional information go to:

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

- 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: Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - **8.1.** Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less

- than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- 8.2. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- 8.3. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
- **8.4. Penalties** for **Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- 8.5. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- **8.6. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 8.7. Working Hours. Contractor and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

- 8.8. **Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- Labor Code Section 1861 Certification. Contractor in accordance with California 8.9. Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 8.10. Labor Compliance Program. The City has its own Labor Compliance Program as authorized by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred.
- 9. BIDDERS Must REGISTER WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR): Pursuant to Labor Code section 1725.5 (with limited exceptions under Labor Code section 1771.1(a)):
 - 9.1. No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations.
 - 9.2. No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial
 - 9.3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

10. **INSURANCE REQUIREMENTS:**

- All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the Successor Agency's Notice of Intent to Award letter.
- Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' 10.2. COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

11. PREQUALIFICATION OF CONTRACTORS:

Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive 11.1. 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

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

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

- 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.
- SUBMITTAL OF "OR EQUAL" ITEMS: See Section 4-1.6, "Trade Names or Equals" in 16. 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 Successor Agency 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 Successor Agency.
- 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 not less than the specified amount. Failure to comply with this requirement 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 Contracts.

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 Contracts
1010 Second Avenue, 14th 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.** Bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% total bid amount.
- **24.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 24.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

24.4. A Bid received without the specified bid security may be rejected as **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 Contracts no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- **25.6.** The City of San Diego or Successor Agency 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 Successor Agency 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, Successor Agency, or Civic San Diego 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 Successor Agency 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 Successor Agency or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the Successor Agency 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. REDEVELOPMENT-FUNDED PROJECTS: This contract is funded with monies presently available or anticipated to become available, to the Successor Agency and may become subject to termination or suspension for loss of project funds. See 6-5.9, "Successor's Agency Right to Terminate or Suspend for Loss of Project Funds" for more details.

32. ADDITIVE/DEDUCTIVE ALTERNATES:

32.1. The additive/deductive alternates have been established to allow the Successor Agency to compare the cost of specific portions of the Work with the Project's budget and enable the Successor Agency 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).

33. REQUIRED DOCUMENT SCHEDULE:

- 33.1. 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.
- **33.2.** 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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
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	ALL BIDDERS	SLBE Good Faith Efforts Documentation
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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License
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

CONTRACT FORMS AGREEMENT

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, SOLELY IN ITS CAPACITY AS THE DESIGNATED SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, A FORMER PUBLIC BODY, CORPORATE AND POLITIC, herein called "Successor Agency", and TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC., herein called "Contractor" for construction of Park Boulevard and San Diego High School Pedestrian Traffic Signal and Streetscape Improvements, Bid No. K-15-6221-DBB-3-A, in the amount of SEVEN HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS AND 00/100 (\$764,889.00), which is comprised of the Base Bid plus Additive Alternates A and C, and Deductive Alternates B and D.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings set forth herein, the parties hereto 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 Park Boulevard and San Diego High School Pedestrian Traffic Signal and Streetscape Improvements, on file in the office of the Public Works Department as Document No. 24001299, 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 Park Boulevard and San Diego High School Pedestrian Traffic Signal and Streetscape Improvements, Bid Number K-15-6221-DBB-3-A, San Diego, California.
- 3. For such performances, the Successor Agency 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 Successor Agency 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 designee of the Successor Agency signs the agreement.

CONTRACT FORMS (continued)

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

THE CITY OF SAN DIEGO SOLELY IN ITS CAPACITY AS THE DESIGNATED SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, A FORMER PUBLIC BODY, CORPORATE AND POLITIC APPROVED AS TO FORM Jan I. Goldsmith, City Attorney AN P 651229
Deputy City Attorney Print Name: Stephen Samara Print Name: Principal Contract Specialist (Acting) CONTRACTOR HANI ASSI Print Name: SECRETARY OF CORPORATION Title: Date: 03-20-2015 City of San Diego License No.: 2003004679 State Contractor's License No.: 79215

CONTRACT FORMS ATTACHMENTS

EXECUTED IN TRIPLICATE BOND NO. 2193965 PREMIUM: \$7,834.00

PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC., a corporation, as principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY , a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego acting as the Successor Agency of the Redevelopment Agency of the City of San Diego in the of sum SEVEN HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS AND 00/100 (\$764,889,00) for the faithful performance of the annexed contract, and in the sum of SEVEN HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS AND 00/100 (\$764,889.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract Park Boulevard and San Diego High School Pedestrian Traffic Signal and Streetscape Improvements, Bid Number K-15-6221-DBB-3-A, 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 (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

The Surety shall pay reasonable attorney's fees should	d suit be brought to enforce the provisions of this bond.
Dated MARCH 11, 2015	**************************************
Approved as to Form	TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. Principal
	Ву
	HANI ASSI, SECRETARY Printed Name of Person Signing for Principal
Jan I. Goldsmith, City Attorney By Deputy City Attorney	NORTH AMERICAN SPECIALTY INSURANCE COMPANY Surety
MAI	By Man O. Statanolo RK D. IATAROLA, Attorney-in-fact
Approved:	6 HUTTON CENTRE DRIVE, SUITE 850 Local Address of Surety
By Principal Contract Specialist (Acting)	SANTA ANA, CA 92707 Local Address (City, State) of Surety
	714/550-7799 Local Telephone No. of Surety
PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE	Premium \$_7,834.00
SASES SATING SOMITOR TRICE	Bond No. 2193965

		ificate verifies only the identity of the individual who signed the of the truthfulness, accuracy, or validity of that document.
State of California)
County ofSAN DIEC	BO)
On3/11/2015	before me,	MICHELLE M. BASUIL, NOTARY PUBLIC
Date	, <u>-</u>	Here Insert Name and Title of the Officer
personally appeared		MARK D. IATAROLA
		Name(s) of Signer(s)
subscribed to the within in his/her/their authorized cap	nstrument and ackno pacity (ios) , and that by	ory evidence to be the person(s) whose name(s) is/are by ledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument 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.
	LE M. BASUIL	WITNESS my hand and official seal.
SAN DIE NOTARY PUE MY COMM	I # 2034911 GO COUNTY BLIC-CALIFORNIA Z MISSION EXPIRES 7	Signature In whath he have Signature of Notary Public
AUG	24, 2017	Orginatare of Metal y Value
Place Notary S		
	ptional, completing t	OPTIONAL his information can deter alteration of the document or this form to an unintended document.
Description of Attached I Title or Type of Documen	t:	Document Date:
Number of Pages:	Signer(s) Other I	han Named Above:
Capacity(ies) Claimed by Signer's Name: MARK D. ☐ Corporate Officer — Title	IATAROLA	Signer's Name: ☐ Corporate Officer — Title(s):
	e(s) □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual	ney in Fact	☐ Individual ☐ Attorney in Fact
	dian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: Signer Is Representing:		☐ Other: Signer Is Representing:

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint: JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,	
GLENDA J. ROONEY, and MARK D. IATAROLA	
JOINTLY OR SEVERALLY	
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted blaw, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS	ij
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9 th of May, 2012:	
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney nar in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is	dei nec
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to a certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."	ny
By Steven P. Anderson, Senior Vice President of Washington International Insurance Company SEAL Senior Vice President of North American Specialty Insurance Company By By By	
David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused the	
official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of	.'
North American Specialty Insurance Company Washington International Insurance Company	
State of Illinois County of Cook ss:	
On this 9th day of May 3014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.	.2
OFFICIAL SEAL" DONNA D. SKLENS DONNA D. Sklens	
Notary Public, State of Illinois Donna D. Sklens, Notary Public My Commission Expires 10/06/2015	
I, <u>Jeffrey Goldberg</u> , the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said No American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.	rtł
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of MARCH , 20 15 .	

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Park	Boulevard and San D	iego High Schoo	l Pedestrian Traffic	Signal and
Streetscape Improvements				
I hereby certify that I am fan regarding Drug-Free Workp Workplace", of the project spe	place as outlined in	the WHITEBOO TRI CONSTR		
	(Name under which bu	siness is conducte	ed)	
has in place a drug-free work subcontract agreement for this abide by the provisions of sub	project contains langua	ge which indicates	s the subcontractor's	
	Signed	#7		
	٠	HANI A	SSI	
	Printed Name			
	Title	ECRETARY OF C	ORPORATION	
			•	

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Park	Boulevard and	San Diego	High	School	Pedestrian	Traffic	Signal	and
Streetscape Improvements								_
I hereby certify that I am far regarding the American With "American With Disabilities A	Disabilities A	ct (ADA) o	utlined	in the	WHITEBO		tion 7-	
	, ,	•		ŕ		TRUCT		ND
					DEVE	LOPME	ENT, II	NC.
Addition to the second	(Name under v	which busine	ss is co	nducted)			-
has in place a workplace progagreement for this project conthe provisions of the policy as	ntains language							
	Signed		7	//			_	_
		4.		HANI A	SSI			
	Printed Name	·						-
	Title	SEC	RÉTAI	RY OF C	ORPORAT	ION		_

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Park Boulevard and San Diego High School Pedestrian Traffic Signal and

Streetscape Improvements

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

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	20th Day of Mracu,	2015
	Signed	
	Printed Name	HANI ASSI
	Title	SECRETARY OF CORPORATION

AFFIDAVIT OF DISPOSAL

WHEREAS, on the into and executed a cor	DAY Ontract with the Su	OF	, 2	the undersigned entered		
		•	a 1 1 a	.		
Park Boulevard and San Diego High School Pedestrian Traffic Signal and Streetscape Improvements (Name of Project)						
SAP No. (WBS/IO/Co Contractor to affirm the	C) 24001299 ; an nat "all brush, tra	contract and identind WHEREAS, the ash, debris, and surplu	fied as Bid specification of the specification of t	No. <u>K-15-6221-DBB-3-A</u> ; of said contract requires the sulting from this project have een completed and all surplus		
				· · · · · · · · · · · · · · · · · · ·		
	contract, the un	dersigned Contractor,	does hereby af	sor Agency to said Contractor ffirm that all surplus materials (s)		
		·				
						
and that they have been	n disposed of acc	ording to all applicabl	e laws and regi	ulations.		
Dated this	DAYOF					
			······································			
by		_ Contractor				
ATTEST:						
State of County of						
•		_	Sano tha sandana	ionad a Natour Dublic in and		
On this for said County	and State,		d and swo	igned, a Notary Public in and orn, personally appeared		
Contractor named in the me that said Contractor		ease, and whose name	is subscribed	thereto, and acknowledged to		
Notary Public in and fo	or said County an	ad State		,		
Park Boulevard and San I Affidavit of Disposal Volume 1 of 2 (Rev. Jan.		l Pedestrian Traffic Sign	al and Streetscap	pe Improvements 25 Page		

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Work	manship Compliance
For Contract or Task	
I certify that the material listed below complies with Caltrans Contract Plans, Special Provisions, Scontract listed above.	
I also certify that I am an official representative for manufacturer of the material listed above. Further physical or chemical test requirements are part performed the necessary quality control to substant	more, I certify that where California test methods, of the specifications, that the manufacturer has
Material Description:	
Manufacturer:	
Model:	
Serial Number (if applicable)	
Quantity to be supplied:	
Remarks:	
Signed by:	
Printed Name:	
Title:	
Company:	
Dote	

City of San Diego Public Works Department, Field Division

NOTICE OF MATERIALS TO BE USED

To:	Γ	Oate:	. 20
Resident Engine	eer		, 20
You are hereby notified that the for construction of		der Contract No	
in the City of San Diego, will	be obtained from sources herei	n designated.	,
CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)		DRESS WHERE N BE INSPECTED
		4	·
It is requested that you arrandelivery, in accordance with accordance with your policy. of full responsibility for incocontract plans and specification undesirable or unsuitable.	Section 4-1.11 of the WHITI It is understood that source in rporating in the work, materi	EBOOK, where it is aspection does not reals that comply in a	practicable, and in lieve the Contractor ll respects with the
Distribution: Supplier		Yours truly,	
Signature of Supplies	r		Address
		Phone Number:_	

ATTACHMENTS

ATTACHMENT A SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK: The project will improve an existing pedestrian crosswalk on Park Boulevard, north of Russ Boulevard in front of the San Diego High School campus on the east side of the street, and City College facilities on the west side of the street with a pedestrian traffic signal and associated improvements for greater pedestrian safety. An existing bus stop in the middle of Park Boulevard will be relocated to the side of the street and a median will be installed in that area.
 - **1.1.** The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered 37581-01-D through 37581-10-D and 37581-T1-D through 37581-T2-D, inclusive.
- 2. CONSTRUCTION COST: The Successor Agency's estimated construction cost for this contract is \$854,209.
- 3. **LOCATION OF WORK:** The location of the Work is as follows:
 - 1430 -1499 Park Blvd., San Diego, CA, 92101
- 4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **120 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 Successor Agency 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 underrepresentations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 - 2. The Contractor reviews its EEO Policy, at least annually, with all onsite supervisors involved in employment decisions.
 - 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
 - 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

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

ATTACHMENT D INTENTIONALLY LEFT BLANK

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 8:30 AM to 3:30 PM.

ADD the following:

Civic San Diego: Administrator of the Project.

Owner: Successor Agency.

Successor Agency: The City of San Diego, solely in its capacity as the designated Successor Agency to the Redevelopment Agency of the City of San Diego, a former public body, corporate and politic.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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.

2-5.3.1 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

- 8. Prior to submission, the Contractor shall carefully review and coordinate all aspects of each item being submitted and ensure each item in submittal conforms to the requirements of Contract Documents. The Contractor shall sign and date a statement indicating that they have reviewed the submittal and that the information is complete and complies with the requirements of the project documents.
- 9. Work requiring submittals will not be allowed to commence prior to acceptance of all submittals related to that work.
- 10. Delays caused by tardiness in making submittals or resubmittals will not be acceptable basis for extension of Contract completion time.
- 11. Revise and resubmit submittals as required. Identify all changes made since previous submittal. Resubmittals are subject to the same terms and conditions as the original submittal. Resubmittal and Consultant's review time required will not constitute adequate reason for an extension of the time required to complete the Work. Contractor shall pay for Consultant's review time in excess of one submittal review for the same item.
- 12. Submittal review shall not relieve Contractor from responsibility for errors or deviations from requirements of Contract Documents. Acceptance of submittals with deviations shall not relieve Contractor from responsibility for additional costs of changes required to accommodate such deviations, as described in Section 7, "Responsibilities of the Contractor".

2-5.3.3 Shop Drawings. ADD the following:

A. General:

- 1. The Contract Documents show the general arrangement and such details as are necessary to provide a comprehensive description of the work to be performed.
- 2. Supplement the Contract Documents with such Shop Drawings as are necessary to adequately control and implement the work as indicated below. Reproduction of Contract Documents will not be accepted as Shop Drawings.

- 3. Except as noted hereinafter, submit all Contractor's drawings on sheets measuring 11 inches by 17 inches or 22 inches by 34 inches unless otherwise approved by the Resident Engineer. Provide a blank area, 5 inches by 5 inches, adjacent to the title block for the Consultant's stamp. The title block shall display the following:
 - a. Contract number and name.
 - b. Number and title of the drawing.
 - c. Name of Contractor and subcontractor submitting drawing.
 - d. Submission number and date.
 - e. Contract Documents and/or specification reference(s) to which the submittals apply.
 - f. Name, California registration number, seal and signature of Professional Engineer responsible for contractor submitted Drawings if engineering design and computations are required.
- B. Definitions: Work-related drawing submittals are categorized for convenience as follows:
 - 1. Shop Drawings required for permanent work, and as further specified in individual sections of the Specifications, include but are not limited to custom-prepared data such as fabrication and erection/installation drawings, setting diagrams, actual shop work and manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, and performance and test data as applicable to the Work.
 - a. Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances and type and/or brand of finish or shop coat, depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the Contract.
 - b. When so specified or if considered by the Owner's Representative to be acceptable, manufacturer's specifications, catalog data, descriptive matter, and illustrations may be submitted for acceptance in place of Shop Drawings. In such cases, the requirements shall be as specified for Shop Drawings, insofar as applicable. Unless provided in another acceptable manner, catalog cuts and manufacturer's standard drawings shall be in form that can be clearly photocopied.
 - 2. Shop Drawings required for temporary work sometimes referred to as Working Drawings:

- a. Such drawings, as further specified in individual sections of the Specifications, shall consist of detailed drawings for cribs, falsework, temporary support systems, formwork, and other temporary work and methods of construction that the Contractor proposes to use.
- 3. Shop Drawings for work requiring engineering design or compliance with fire, safety codes, standards, or regulations, shall be accompanied by calculations and/or other sufficient information to completely explain the structure, or system described, and the intended manner of use. All such drawings and computations shall bear the name, California registration number, seal and signature of Professional Engineer responsible for preparation.

C. Variation from Contract Requirements:

1. If Shop Drawings show variations from the Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If acceptable, the Resident Engineer may accept any or all such variations, subject to a proper adjustment in the Contract. Failure of the Contractor to describe such variations shall not relieve the Contractor of the responsibility for executing the Work in accordance with the Contract, even though such Shop Drawings have been accepted.

2-7 SUBSURFACE DATA. ADD the following:

- 4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
 - 1. Geotechnical Investigation dated May 1, 2011 by Geocon Incorporated.
- 5. The report(s) listed above is(are) available for review by contacting Nasland Engineering

2-9.2 Survey Service. DELETE in its entirety and SUBSTITUTE the following:

The Contractor is responsible for any survey services required to complete the work. If re-staking is required due to Contractor's work, the cost for said surveying shall be paid for by the Contractor. Payment for survey services outside those specified herein shall be included in the Bid items of work and no additional compensation shall be allowed therefore.

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

The Resident Engineer is the representative of the Successor Agency authorized to advise the Agency on construction matters related to the Contract. The Agency has delegated his authority to the Resident Engineer to make initial decisions regarding questions, which may arise as to the quality or acceptability of materials furnished and Work performed, as to the manner of performance, and rate of progress of the Work

under the Contract. The Resident Engineer interprets the Contract Documents and makes initial decisions with respect to the Contractor's fulfillment of the Contract obligations and the Contractor's entitlement to compensation. The Contractor shall look initially to the Resident Engineer in matters relating to the Contract.

2-11.1 Rejected Work. ADD the following:

The Agency may reject all work that is not done in accordance with the Contract. All work that has been rejected shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal, replacement or remedial work.

Any work done beyond the boundaries established by the Agency or any work as hereinafter specified which is done without proper permits, inspection and testing, will be considered as unauthorized work and will be rejected. Upon order of the Agency, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with an order, the Agency may cause rejected or unauthorized work to be remedied, removed, or replaced, and deduct the costs from any monies due or to become due to the Contractor.

SECTION 4 - CONTROL OF MATERIALS

- **4-1.3.6 Preapproved Materials.** To the City Supplement, ADD the following:
 - 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

ADD:

- 4-1.3.7 **Testing Under the Direction of The Engineer.** When a bid item for Testing under the direction of the Engineer is provided, the Contractor must employ and pay for the services of a qualified third party independent laboratory to perform the required testing. The Contractor will be reimbursed for the cost of testing under this bid item.
- 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

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) Park Boulevard from November 23, 2015 to January 3, 2016 (inclusive).

6-5.9 City's Right to Terminate or Suspend for Loss of Project Funds. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Parties acknowledge that the sole anticipated funding source for payments owed under the Contract will be redevelopment funds presently available, or anticipated to become available, to the Successor Agency. The Parties further acknowledge that the City's general fund and general assets shall not be exposed to any liability or claim whatsoever under the Contract. The Successor Agency may terminate or suspend the Contract at its sole discretion if the State of California or its agents deny or delay, in whole or in part, the expenditure of redevelopment funds that are anticipated to be used to fund this Project. A seven-member Oversight Board and the State Department of Finance must approve the Successor Agency's expenditure of redevelopment funds for this Project through a payment structure that is re-evaluated every six months through successive versions of the Recognized Obligation Payment Schedule. If the Successor Agency chooses to suspend the Contract due to the unavailability of redevelopment funds, that suspension will last until the redevelopment funds become available or until alternative funds are identified and approved by the City Council, or Mayor, whichever is appropriate, to be used to complete the Project. If the Successor Agency elects under this provision to terminate the Contract, then neither Party is entitled to compensation from the other Party for any costs, losses or damages arising from such termination. The Successor Agency may also elect to terminate the Contract after invoking a suspension under this provision.

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 Successor Agency in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the Successor Agency has approved all required insurance.
- 5. Policies of insurance must provide that the Successor Agency 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 Successor Agency 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:

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

7-3.2.2 Commercial Automobile Liability Insurance.

- 1. You 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.
- **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 Successor Agency 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 Successor Agency 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, Successor Agency and Civic san Diego 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, Successor Agency, Civic San Diego 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, Successor Agency, Civic San Diego 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 Successor Agency at the time the evidence of insurance is provided.
- **Reservation of Rights.** The Successor Agency 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 Successor Agency. The Successor Agency 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 Successor Agency 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, Successor Agency, Civic San Diego, 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:

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

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which 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 has obtained the following permits:

- 1. Caltrans Encroachment Permit
- 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 3/4".
- 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, Successor Agency, Civic San Diego, its officers, or employees.

7-16 **COMMUNITY LIAISON.** To the City Supplement, DELETE in its entirety and SUSBTITUTE with the following:

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

- 1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
- 2. The Contractor will perform the community outreach activities required throughout the Contract Time.
- 3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDShare site:

http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx

- 4. The Contractor shall execute the Information Security Policy Acknowledgement Form For Non-City Employees within 15 days of the award of the Contract if:
 - a) The contact information for the Contractor is made available on any outreach materials or;
 - b) The Contractor will be the primary point of contact to resolve project related inquiries and complaints.
- 5. Electronic Communication.

All inquiries and complaints will be logged in to the City's SDShare site within 24 hours of receipt of inquiries and complaints.

Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDShare site within 24 hours.

Copies of email communications shall be saved on to the City's SDShare site as individually as an Outlook Message Format (*.msg).

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

6. **When specified**, present your Exclusive Community Liaison to the Engineer, in writing, within 15 days of the award of the Contract.

7-16.2 Submittals.

- 1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval.
 - b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer.
- 2. The Contractor will use the City's SDShare site to identify and summarize communications (via phone, in person, and email) with the public the within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDShare site copies of all written, electronic, and verbal communications and conversations with the public.
- 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:

Gretchen Sorenson, Project Manager, sorenson@civicsd.com

Larry Thornburgh, Project Engineer, larryt@nasland.com

Byron Wade, Project Manager, byron@projectprofessionalscorp.com

7-16.3 Public Notice by Contractor.

- 1. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets where Work is to be performed at least 5 days before starting the Work as directed by the Resident Engineer.
- 2. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.

7-16.4 Quality Assurance.

- 1. During the course of community outreach, the Contractor shall ensure the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.), on behalf of the Contractor:
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as an employee of the Contractor,
 - c. Have the interpersonal skills to effectively, professionally, and tactfully represent the project, Contractor, and City to the public.

7-16.5 Communications with the Public.

- 1. The Contractor shall provide updates on construction impacts to the Resident Engineer. The Contractor shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
- 2. The Contractor shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
- 3. At the request of the Resident Engineer, the Contractor shall attend and participate in project briefings at community meetings.
- 4. The Contractor shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

7-16.6 Communications with Media.

- 1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
- 2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
- 3. In the event media representatives arrive near or on the construction site(s), the Contractor shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.

- 4. The Contractor shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
- 5. If the City allows members of the media to access a construction site, the Contractor shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
- 6. The Contractor shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
- 7. The Contractor has a right to speak to members of the media about its company and its role on the project. All other questions shall be referred to the City.
- 7-16.7 Exclusive Community Liaison Services. If directed to conduct Exclusive Community Liaison Services, the Contractor shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be as follows:
 - 1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
 - 2. Notify businesses, institutions, property owners, and residents of the commencement of construction activities and utility service interruptions not less than 5 days in advance.
 - 3. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
 - 4. Prepare and present of materials in coordination with the Resident Engineer (the City's standards and guidelines for the communication materials are available for review by Bidders by sending a request to the Contract Specialist).
 - 5. Respond to community questions and complaints related to Contractor activities.
 - 6. Write, edit, update, or produce brochures, pamphlets and news releases.
 - 7. Provide standard telephone inquiries and e-mail responses:
 - a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on the City's SDShare site.
 - 8. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
 - 9. Attendance at pre-construction, community and stakeholders meetings.
- 7-16.7.1 Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) as specified within 15 days of the Award of the Contract.

- 7-16.8 Payment. The Payment for the community outreach and public notices is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services."
- 7-20 **ELECTRONIC COMMUNICATION.** ADD the following:

Virtual Project Manager will be used on this contract.

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 not 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 PORTLAND CEMENT CONCRETE.
- **201-1.2.4** Admixtures.
- 201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS.
- 201-3.4 Type "A" Sealant (Two-Part Polyurethane Sealant). ADD the following:

All finished concrete and brick paving surfaces shall have a ½" continuous expansion joint at locations indicated on the plans and notes and shall be located either parallel or perpendicular to the curb line. When not otherwise indicated all expansion joints shall be sealant Type "A" and colored to match the color of the concrete surface (where applicable).

Contractor shall provide joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.

Contractor shall submit product data from the manufacturer of each joint sealant product required, including instructions for joint preparation and joint sealer application. Contractor shall also submit samples for initial selection purposes in form of manufacturer's standard bead samples, consisting of strips of actual products showing full range of colors available, for each product exposed to view.

Samples shall be submitted to Engineer. Submit complete schedule of type (and location where type is to be used) of each sealant.

Contractor shall engage an experienced Installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.

Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

Provide color samples for review by the Engineer from manufacturer's full range of standard colors for products of type indicated.

SECTION 203 – BITUMINOUS MATERIALS

203-15 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16
203-15.1	General	203-16.1
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

SECTION 207 - PIPE

FUSIBLE NON-PRESSURE POLYVINYLCHLORIDE PIPE. DELETE in its entirety.

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

- **Standards, Steel Pedestals, and Posts.** All standards, posts, arms, luminaires shall be painted "CCDC blue" per Centre City Streetscape Manual.
- **209-6.4 Induction Cobra Head Luminaire.** To the City Supplement, CORRECT certain section numbering as follows:

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

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. ADD the following:

Clearing and grubbing shall also include the removal and disposal of all miscellaneous materials: Buried pavements and other materials, old subsurface pavements and other materials (such as old street car tracks, concrete planters, and other materials) encountered under existing pavements, which are within designated excavation areas on the plans.

The work includes demolition and removal (unclassified demolition) of all materials and facilities indicated or specified. Do not begin demolition until authorization is received from the Engineer. Remove rubbish and debris daily, unless otherwise directed. Store materials that cannot be removed daily in areas specified by the Engineer.

Existing Condition. All existing streets have a varying thickness of asphalt concrete pavement over an unknown thickness of PCC pavement. It is assumed that the existing street section is 5" AC over 8" CTB. Existing PCC sections are assumed to be 13". Existing AC medians sections are assumed to be 6" AC.

In addition to the above items, clearing and grubbing shall include, but not be limited to the following items as shown on the plans or specified in these Special Provisions.

- 1. Providing continuous pedestrian and driveway access to all business and residences within the project area, and as directed by the Engineer.
- 2. Sawcutting of concrete and asphalt concrete at joints and right-of-way limits.
- 3. Protection of existing and relocated utility structures prior to and during construction of proposed improvements.
- 4. Removal and disposal of any additional items not specifically mentioned which may be found within the work limits including trees or landscaping that the Engineer determines needs to be removed for the installation of the improvements.

Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all clearing and grubbing to accomplish the Work.

Clearing and grubbing shall also include sawcutting, demolition, removal, and disposal of all existing improvements (up to 13") including, but not limited to, soil,

pavement (Asphalt Concrete, PCC, Base, Cement Treated Base, Unclassified Material), medians, curb and gutter, abandoned utilities and utility structures (pull boxes, etc.), signs and sign posts, street lights, footings, conduit, metal railings, and all other existing improvements that are shown on the plans for removal, directed by the Resident Engineer to be removed, or otherwise required to perform the work.

300-1.2 Preservation of Property. ADD the following:

Contractor to maintain access to adjacent properties at all times. Disruption to these business/residence activities shall be kept to a minimum.

The contractor shall communicate in advance with each property owner/tenant affected by its operations prior to the start of work. In addition, the contractor shall maintain a proactive relationship with the area merchants/residents and inform them weekly of the construction schedule to assure that impacts to their businesses/residence are kept at a minimum throughout the contract period. Costs for this communication effort shall be considered included in the various items of work.

- **Payment.** To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Payment for existing pavement removal and disposal of up to 13" 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.

ADD the following:

The lump sum price paid for Clearing and Grubbing shall include full compensation for the sawcutting, removal, protection, and disposal of any and all PCC Pavement, AC Pavement, Base material, sidewalk, curb & gutter, medians, median curb and gutters, AC berms, signs and sign posts, metal railings, street lights and footings, conduit, vegetation, shrubs, irrigation, and adjustment of irrigation, and any other materials and objects that are in conflict with the installation of the Work as shown on the plans. Clearing and Grubbing shall also include full compliance with mitigation measure of Q-B.1 of the MMRP.

SECTION 302 – ROADWAY SURFACING

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 200-2.2, "Crushed 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 Successor Agency for the cost of retesting all failing compaction tests.
- 2. 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.
- 3. Preparatory repair work and tack coating will be paid at the Contract unit price per square foot for Asphalt Pavement Overlay. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
- 4. Milling shall be included in the Bid item for Cold Mill Header Cuts.
- 5. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.
- **Damaged AC Pavement Replacement.** To the City Supplement, DELETE in its entirety.
- **302-5.1.2 Measurement and Payment.** To the City Supplement, DELETE in its entirety.
- 302-5.2.1 Measurement and Payment. To the City Supplement, item c), ADD the following:

 Imported Subgrade material shall be paid per bid item "Imported Backfill".
- 302-5.9 Measurement and Payment. ADD the following:

Median Paving per square foot included in the base bid shall be 2" asphalt concrete paving over compacted native or suitable import material.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5.9 Measurement and Payment. ADD the following:

Median Paving Types (Additive Alternate Bid Items):

Type 1 - Integrally colored concrete - Schofield "French Gray," w/ medium broom finish.

Type 2 - Natural colored concrete w/ exposed aggregate finish -3/8" Carroll Canyon aggregate, by KRC Rock, or approved equal.

Payment for PCC raised median shall be per the square foot price and shall include the complete structural section including subgrade compaction, base, base compaction, and joints and joint material and for furnishing all labor, materials, tools and equipment, and for performing all work involved in the construction of the sidewalk, in place, as shown on the plans and in these special provisions. PCC raised median is included in the Additive Alternate Bid Items.

Payment for Schedule J AC Pavement shall be per the square foot price and shall include the complete structural section including subgrade compaction, compaction, asphalt and for furnishing all labor, materials, tools and equipment, and for performing all work involved in the construction of the roadway section, in place, as shown on the plans, City Standard Drawings and in these special provisions. Final AC pavement section shall be determined in the filed by R values, for bid purposes section is assumed to be 13" full depth AC.

SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

PAYMENT. ADD the following:

The contract lump sum price paid for the street lighting electrical system shall include the entire electrical assembly including, but not necessarily limited to, street lights, poles, luminaries, arms, footings, conduit, conductors, pull boxes, splices, trenching through concrete or asphalt, sawcutting, backfill, patching, sidewalk and curb replacement, all grounding per NEC, repair of damaged traffic signal detector loops, repainting of damaged traffic striping, coordination with SDG&E for service points, connection to SDG&E facilities, and other work as required by the drawings and specifications for a complete system and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer. No additional compensation will be allowed.

The contract lump sum price paid for intersection lighting and traffic signal system shall include full compensation for furnishing and installing Street Light and Traffic standards, removal and salvaging of existing equipment including street lights and pedestrian barricade, furnishing and installing vehicle detector loops, signal & lighting service, luminaires, lamps, ballasts, electrical conduits and conductors, pull boxes, signal heads, pedestrian signals, emergency vehicle preemption equipment, installation of controller assembly, complete signal interconnect system and other such items as required on the Plans or these Special Provisions complete in place, except for work separately, including signing, striping, and pavement markings or street lighting, and no additional compensation will be allowed.

All work shall include such work as specified in the SDG&E Services orders included in the appendix.

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

- 314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.
- 314-4.3.7 Payment. DELETE in its entirety and SUBSTITUTE with the following:

Painting traffic stripes, pavement markings, reflectors, raised reflective pavement markings including curb markings, curb painting, and the removal of all existing stripes and markings in conflict with the proposed striping Plan, if needed, or otherwise called out for removal, signage, and temporary striping, complete in place in accordance with the Plans, the Standard Specifications, and as directed by the Engineer shall be included in the Contract lump sum price for Painted Traffic Stripes and Curb Markings

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

Installation of thermoplastic arrows, thermoplastic crosswalks, striping, and symbols and the removal of all existing stripes and markings in conflict with the proposed striping Plan, if needed, or otherwise called out for removal, signage, and temporary striping, complete in place in accordance with the Plans, the Standard Specifications, and as directed by the Engineer shall be included in the Contract lump sum price for Thermoplastic Striping, Crosswalks, Arrows, and Markings

SECTION 707 – RESOURCE DISCOVERIES

ADD:

Environmental Document. Development within the Downtown Community Plan area is covered under the Final Environmental Impact Report (FEIR) for the DCP, CCPDO, and 10th Amendment to the Centre City Redevelopment Plan, certified by the Former Redevelopment Agency ("Former Agency") and City Council ("Council") on March 14, 2006 (Resolutions R-04001 and R-301265, respectively) and subsequent addenda to the FEIR certified by the Former Agency on August 3, 2007 (Former Agency Resolution R-04193), April 21, 2010 (Former Agency Resolutions R-04508 and R-04510), and August 3, 2010 (Former Agency Resolution R-04544) and certified by City Council on February 12, 2014 (Council Resolution R-308724). The FEIR is a "Program EIR" prepared in compliance with California Environmental Quality Act (CEQA) Guidelines Section 15168. The environmental impacts of the project were adequately addressed in the FEIR and therefore the project is within the scope of the development program described in the FEIR. Therefore, no further environmental documentation will be required under CEQA.

Contractor responsible to follow the adopted MMRP for arch and paleo monitoring. The 2006 FEIR and associated addendums are on CivicSD website at http://www.civicsd.com/planning/environmental-documents.html.

707-4 ARCHAEOLOGICAL AND NATIVE AMERICAN MITIGATION AND CURATION. ADD with the following:

4. The contract Lump Sum price for MMRP Archaeological Compliance shall include all full compensative for compliance with Mitigation Measure HIST B.1 of the MMRP, including but not limited to obtain the services of a qualified archeologist, preparation of an initial evaluation, testing, secondary study, data recovery, and monitoring as required.

707-5 PALEONTOLOGICAL MITIGATION AND EXCAVATION. ADD the following:

3. The contract Lump Sum price for MMRP Compliance shall include all full compensative for compliance with Mitigation Measures PAL-A.1 and HIST B.1 of the MMRP, including but not limited to obtain the services of a qualified archeologist, preparation of an initial evaluation, testing, secondary study, data recovery, and monitoring as required.

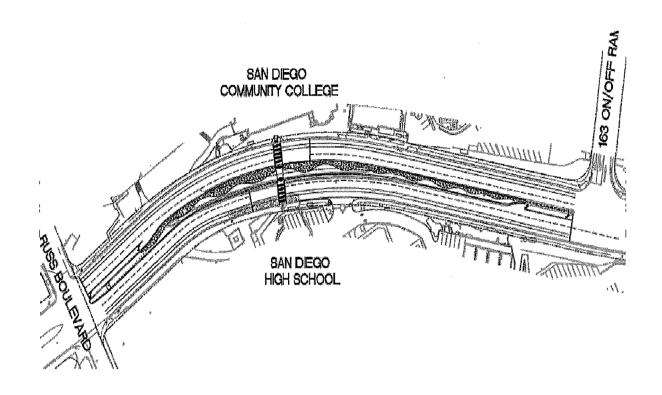
END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

SITE MAP



APPENDIX B

SDG&E SERVICE ORDERS

SDGE

ELECTRIC UNDERGROUND METER & SERVICE LOCATION

Customer Copy

A Sempra Energy utility

Wanted Date:	ON	TRENCH	INSPECTION

Service Type: UG Service New

Project No: 452426	Job No: 010
Project Title: PARK BL N/O RUSS BL STREET	LIGHTS
Project Address: PARK BL N/O RUSS BL	
Project City: SAN DIEGO	Customer Phone #:
Contact: FERNANDO LASAGA	Contact Phone #: 619-533-7406

Traffic Control Permit Required. Excavation/Encroachment Permits Required By

Service Attachment Point and/or Meter Location: Customer is to install new street light handhole 5 feet North of D2023172222. Customer is to provide trench, backfill, surface repair, and compaction, pull tape and 3 inch conduit from Transformer to new street light handhole. Customer is to obtain a permit and inspection from the City of San Diego. Contact SDG&E at 619-699-1039 to set up a pre-meet prior to excavating. Traffic Control Plan is required.

SDG&E Application Required - Call: 1-800-411-7343

Municipal inspection Required By City of San Diego

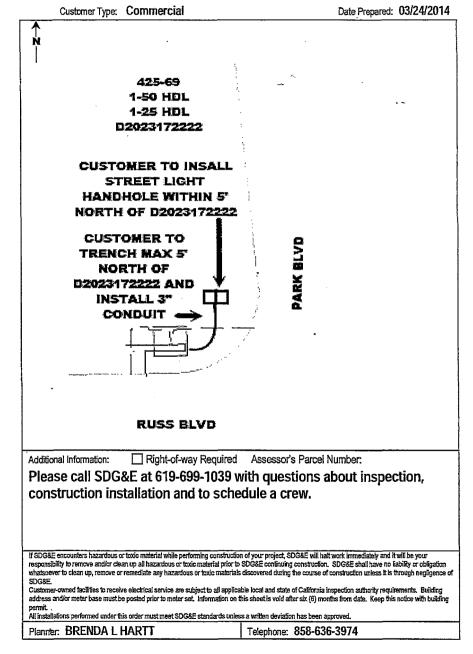
Meter height – 4'0" min. (3'0" min. for multiple meter installation) – 5'3" max. From finish grade to centerline of meter base. Meters are required to be readily accessible 24 hours per day. Meters must be located in a safe area free of any potentially hazardous or dangerous condition. Provide 3-ft. X 3-ft. Minimum clear and level working space in front of meter. Where meter room is proposed, contact the planner at the nearest SDG&E office.

Meter bases and meter service disconnects must be located at or immediately adjacent to each other and be identified with address and unit number it serves.

PROCEDURE FOR INSTALLATION

- PHONE DIG ALERT 1-800-227-2600 AT LEAST TWO DAYS PRIOR TO TRENCHING FOR LOCATION OF UNDERGROUND UTILITIES.
- Phone SDG&E at 619-699-1039 for the following:
 - 3 working days prior to trenching to arrange pre-meet with inspector and initiate trenching process.
 - After excavation of trench, installation of conduit and service entrance equipment at meter location, CALL FOR INSPECTION. Do not cover conduit without inspector's written approval to backfill.
 - When trench is backfilled and compacted, CALL FOR INSPECTION.
 - If service entrance equipment is installed after backfill, CALL FOR INSPECTION OF THE EQUIPMENT.
- Meter cannot be set until inspector has approved installation, including service equipment, and receipt of city/county/state inspection clearance.

Power Source: 425	Structure Number: D2023172222		
Joint Trench with: Electric Only	Handhole Installed by: Customer		
Standards Page #: SSG4435	Handhole Lid Shall Read: STREET LIGHT		
Ladder Arms:	Stop Trench: 1" from Transformer	Riser Quad:	
Bend Installed by: Customer	Type: Transformer 3" 90 Deg 36	6"R DB60	
Conduit installed by: Customer	Conduit Size: 1 - DB 3"		
Service Panel Rating: Nu	mber/Size of Main Switch: Volt	age:	
# of Wires: Phase:	Utilities Maximum Contribution to Fau	ilt Current N/A Amps	
Metering:		Meter Clips: N/A	
Temp Service Charge Due on First Bi	II \$		



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T.B. 1289-B2

ELECTRIC UNDERGROUND METER & SERVICE LOCATION

Customer Type: Commercial

Customer Copy

<u>SDG</u> E
A Sempra Energy utility

Wanted Date: ON TRENCH AND CITY INSPECTION Service Type: UG Service New

Project No: 452426	Job No: 020
Project Title: PARK BL N/O RUSS BL T & S	
Project Address: PARK BL N/O RUSS BL	
Project City: SAN DIEGO	Customer Phone #:
Contact: FERNANDO LASAGA	Contact Phone #: 619-533-7406
Traffic Control Dormit Possiting Everything Energy	sheeped Demile Demiled De

Traffic Control Permit Required. Excavation/Encroachment Permits Required By

Service Attachment Point and/or Meter Location: Customer is to locate new 100AMP Commercial meter pedestal 10 feet North of Transformer - D2023172222. Face pedestal toward street and maintain 3' x 3' clearance. Customer is to provide trench, backfill, surface repair, and compaction, pull tape and 3 inch conduit from Transformer to new meter pedestal. Address must be permanently marked on meter pedestal. See Specs 692-692-1. Customer is to obtain a permit and inspection from the City of San Diego. Contact SDG&E at 619-699-1039 to set up a pre-meet prior to excavating. Job requires Traffic Control Plan.

SDG&E Application Required - Call: 1-800-411-7343

Municipal Inspection Required By City of San Diego

Meter height - 4'0" min. (3'0" min. for multiple meter installation) - 6'3" max. From finish grade to centerline of meter base. Meters are required to be readily accessible 24 hours per day. Meters must be located in a safe area free of any potentially hazardous or dangerous condition. Provide 3-ft. X 3-ft. Minimum clear and level working space in front of meter. Where meter room is proposed, contact the planner at the nearest SDG&E office.

Meter bases and meter service disconnects must be located at or immediately adjacent to each other and be identified with address and unit number it serves.

PROCEDURE FOR INSTALLATION

- 1. PHONE DIG ALERT 1-800-227-2600 AT LEAST TWO DAYS PRIOR TO TRENCHING FOR LOCATION OF UNDERGROUND UTILITIES.
- Phone SDG&E at 619-699-1039 for the following:
 - 3 working days prior to trenching to arrange pre-meet with inspector and initiate trenching process.
 - After excavation of trench, installation of conduit and service entrance equipment at meter location, CALL FOR INSPECTION. Do not cover conduit without inspector's written approval to backfill.
 - When trench is backfilled and compacted, CALL FOR INSPECTION.
 - If service entrance equipment is installed after backfill, CALL FOR INSPECTION OF THE EQUIPMENT.
- Meter cannot be set until inspector has approved installation, including service equipment, and receipt of city/county/state inspection clearance.

Power Source: 425	Structure Number: D2023172222		
Joint Trench with: Electric Only	Handhole Installed by:		
Standards Page #:	Handhole Lid Shall Read:		
Ladder Arms:	Stop Trench: 1" from Transformer	Riser Quad:	
Bend installed by: Customer	Type: Transformer 3" 90 Deg	36"R DB60	
Conduit Installed by: Customer	Conduit Size: 1 - DB 3"		
Service Panel Rating: 100 Number	er/Size of Main Switch: 1/100AMP	Voltage: 120/240	
# of Wires: 3 Phase: Single U	Itilities Maximum Contribution to Fault 0	Current 42000 Amps	
Metering: Self-Contained, Test	: Bypass Facilities Rqrd	Meter Clips: 4	
Temp Service Charge Due on First Bill	IS.		

425-69 1-50 HDL 1-25 HDL D2023172222 CUSTOMER TO INSTALL 100AMP COMMERCIAL METER PEDESTAL PARK BLVD WITHIN 10' NORTH OF D2023172222 CUSTOMER TO TRENCH MAX 10' NORTH OF D2023172222 AND INSTALL 3" RUSS BLVD Additional Information: Right-of-way Required Assessor's Parcel Number: Please call SDG&E at 619-699-1039 with questions about inspection. construction installation and to schedule a crew. If SDG&E encounters hazardous or toxic material while performing construction of your project, SDG&E will halt work immediately and it will be your responsibility to remove and/or clean up all hazardous or toxic material prior to SDG&E continuing construction. SDG&E shall have no liability or obligation whatsoever to clean up, remove or remediate any hazardous or toxic materials discovered during the course of construction unless it is through neoligence of Customer-owned facilities to receive electrical service are subject to all applicable local and state of California inspection authority requirements. Building address and/or meter base must be posted prior to meter set. Information on this sheet is void after six (6) months from date. Keep this notice with building All installations performed under this order must meet SDG&E standards unless a written deviation has been approved. Planner: BRENDA L HARTT Telephone: 858-636-3974

T.B. 1289-B2

Date Prepared: 03/24/2014

APPENDIX C

CALTRANS ENCROACHMENT PERMIT

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION **ENCROACHMENT PERMIT** Page 1 of 3 TR-0120 (REV. 6/2000) Permit No. 11-14-NSN-0345 Dist/Co/Rte/PM In compliance with (Check one): 11-SD-5/R15.89 JUNE 16, 2014 Your ap⊞ication of Date **SEPTEMBER 10, 2014** Utility Notice No. Fee Paid Deposit **EXEMPT** \$ Agreement No. **EXEMPT** Performance Bond Amount (1) Payment Bond Amount (2) R/W Contract No.3 0.00 \$ Bond Company N/A Bond Number (2) Bond Number (1) N/A TO: CIVIC SAN DIEGO 401 B STREET, SUITE 400 SAN DIEGO, CA 92101-4298 ATTN: GRETCHEN SORENSON PERMITTEE PHONE: (619) 533-7113 And subject to the following, PERMISSION IS HEREBY GRANTED to: enter upon State Highway right of way in San Diego County, City of San Diego, on Route 5, post mile R15,89 to place traffic control and replace traffic signal loops for median improvement work, as shown on the attached plans, in accordance with the requirements and conditions contained in the attached Special Provisions dated as received August 7, 2014, in accordance with the requirements and conditions contained herein, and as further directed or approved by the State's Inspector, Rahi Nikravesh, cell number (858) 688-1605, email Rahi Nikravesh@dot.ca.gov. The State's Inspector shall be notified seven working days prior to starting work, Permittee shall also call Dan Runalls, telephone number (619) 572-8387, at least ten working days prior to starting work and arrange for a mark-out. Caltrans electrical facilities may be affected by this work. Working hours shall be 9.00 p.m. to 5:00 a.m., Sunday through Thursday, and 8:00 a.m. to 2:00 p.m., Monday through Thursday, or as directed or approved by the State's Inspector. (CONTINUED) THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER In addition to fee, the permittee will be billed The following attachments are also included as part of this permit (Check applicable): actual costs for: Yes No General Provisions Review Yes No Yes No Utility Maintenance Provisions No Yes Inspection No Special Provisions Yes Field Work No * Yes Yes No A Cal-OSHA permit, if required: Permit No. .. Yes As-Built Plans Submittal Route Slip for Locally Advertised Projects No (If any Caltrans effort expended) Storm Water Pollution Prevention Program Yes No Yes No The information in the environmental documentation has been reviewed and is considered prior to approval of this permit. FEBRUARY 28, 2015. This permit is void unless the work is complete before This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained. ERG:erg APPROVED: Permits BStinnett, Reg. Mgr. RNikravesh, Inspector DRunalls, Maint, Elect, Laurie Berman, District Director BY: Permittee-Contractor Ann M. Fox, District Permit Engineer

CIVIC SAN DIEGO 11-14-NSN-0345 , SEPTEMBER 10, 2014 , PAGE TWO

Permittee's Contractor shall be required to replace all traffic signal inductive loops within 48 hours of being damaged.

Permittee's Contractor is responsible for the actual cost of inspection, which may be more or less than the deposit. Permittee's Contractor will also be responsible for the actual cost of mark-out by Caltrans personnel. A bill or refund shall be sent upon satisfactory completion of the work. Payment of any bill is a condition of the permit.

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A permit inspection deposit fee of \$984.00 will be required upon submittal of the application to perform the work. Also, your contractor must submit proof that they have obtained executed bonds in accordance with General Provision No. 24.

No vehicles or equipment shall be parked within the highway right of way at any time, except for those vehicles or that equipment actually engaged in the work, during the working hours specified herein.

The State of California, Department of Transportation, makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee as directed by the State's Inspector at no cost to the State.

All work shall be coordinated with the State highway contractor's operations and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent highway contract.

Traffic control when permitted or directed by the State's Inspector, shall consist of closing traffic lanes and shoulders in accordance with attached Caltrans 2010 Revised Standard Plans RSP T9, RSP T10 (SHOULDER CLOSURE), RSP T11, and the attached TRAFFIC CONTROL PLANS, Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (California MUTCD) 2012 Edition, Section 12 "Temporary Traffic Control" of Caltrans 2010 Standard Specifications, and these Special Provisions.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Permittee shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The provisions in this section will not relieve the Permittee from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1:04, of the Standard Specifications.

CIVIC SAN DIEGO 11-14-NSN-0345 SEPTEMBER 10, 2014 PAGE, THREE

Upon completion of the work, the attached card shall be completed and returned.

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications for complete, unabridged, specification requirements.

Once begun, that portion of the work within the State Highway right of way shall be prosecuted to completion as rapidly as possible.

All personnel on foot within the State Highway right of way shall wear personal protective equipment, including safety glasses, hard hats and American National Standards Institute (ANSI) compliant Class II vests. In addition, all personnel working at night, on foot within the State Highway right of way shall wear ANSI Class III warning garments.

The Permittee is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the Permittee.

Special Provisions

Permit # 11-13-6-SN-0339

La Jana La Jana J Lan Lan Jana La

AUG 07 2014

CALTRANS-PERMIT

Section 86 Electrical Systems

Replace "Reserved" in section 86-1,06B with:

Traffic Management System (TMS) elements include, but are not limited to ramp metering (RM) system, communication system, traffic monitoring stations, video image vehicle detection system (VIVDS), microwave vehicle detection system (MVDS), loop detection system, changeable message sign (CMS) system, extinguishable message sign (EMS) system, highway advisory radio (HAR) system, closed circuit television (CCTV) camera system, roadway weather information system (RWIS), visibility sensor, and fiber optic system.

Existing TMS elements, including detection systems, shown and located within the project limits must remain in place and be protected from damage. If the construction activities require existing TMS elements to be nonoperational or off line, and if temporary or portable TMS elements are not shown, the Contractor must provide for temporary or portable TMS elements. The Contractor must receive authorization on the type of temporary or portable TMS elements and installation method.

Before work is performed, the Engineer, the Contractor, and the Department's Traffic Operations Electrical representatives must jointly conduct a pre-construction operational status check of all existing TMS elements and each element's communication status with the Traffic Management Center (TMC), including existing TMS elements not shown and elements that may not be impacted by the Contractor's activities. The Department's Traffic Operations Electrical representatives will certify the TMS elements' location and status, and provide a copy of the certified list of the existing TMS elements within the project limits to the Contractor. The status list will include the operational, defined as having full functionality, and the nonoperational components.

The Contractor must obtain authorization at least 72 hours before interrupting existing TMS elements' communication with the TMC that will result in the elements being nonoperational or off line. The Contractor must notify the Engineer at least 72 hours before starting excavation activities.

Traffic monitoring stations and their associated communication systems, which were verified to be operational during the pre-construction operational status check, must remain operational on freeway/highway mainline at all times, except:

- 1. For a duration of up to 15 days on any continuous segment of the freeway/highway longer than 3
- 2. For a duration of up to 60 days on any continuous segment of the freeway/highway shorter than 3 miles

If the construction activities require existing detection systems to be nonoperational or off line for a longer time period or the spacing between traffic monitoring stations is more than the specified criteria above, and temporary or portable detection operations are not shown, the Contractor must provide provisions for temporary or portable detection operations. The Contractor must receive authorization on the type of detection and installation before installing the temporary or portable detection.

If existing TMS elements shown or identified during the pre-construction operational status check, except traffic monitoring stations, are damaged or fail due to the Contractor's activity, where the elements are not fully functional, the Engineer must be notified immediately. If the Contractor is notified by the Engineer that existing TMS elements have been damaged, have failed or are not fully functional due to the Contractor's activity, the damaged or failed TMS elements, excluding structure-related elements, must be repaired or replaced, at the Contractor's expense, within 24 hours. For a structure-related elements, the Contractor must install temporary or portable TMS elements within 24 hours. For nonstructure-related TMS elements, the Engineer may authorize temporary or portable TMS elements for use during the construction activities.

The Contractor must demonstrate that repaired or replaced elements operate in a manner equal to or better than the replaced equipment. If the Contractor fails to perform required repairs or replacement

work, the Department may perform the repair or replacement work and the cost will be deducted from monies due to the Contractor.

A TMS element must be considered nonoperational or off line for the duration of time that active communications with the TMC is disrupted, resulting in messages and commands not transmitted from or to the TMS element.

The Contractor must provide provisions for replacing existing TMS elements within the project limits, including detection systems, that were not identified on the plans or during the pre-construction operational status check that became damaged due to the Contractor's activities.

If the pre-construction operational status check identified existing TMS elements, then the Contractor, the Engineer, and the Department's Traffic Operations Electrical representatives must jointly conduct a post construction operational status check of all existing TMS elements and each element's communication status with the TMC. The Department's Traffic Operations Electrical representatives will certify the TMS elements' status and provide a copy of the certified list of the existing TMS elements within the project limits to the Contractor. The status list will include the operational, defined as having full functionality, and the nonoperational components. TMS elements that cease to be functional between pre and post construction status checks must be repaired at the Contractor's expense.

The Engineer will authorize the schedule for final replacement, the replacement methods and the replacement elements, including element types and installation methods before repair or replacement work is performed. The final TMS elements must be new and of equal or better quality than the existing TMS elements.

If no electrical work exists on the project and no TMS elements are identified within the project limits, the pre-construction operational status check is change order work.

Furnishing and installing temporary or portable TMS elements that are not shown, but are required when an existing TMS element becomes nonoperational or off line due to construction activities, is change order work.

Furnishing and installing temporary or portable TMS elements and replacing TMS elements that are not shown nor identified during the pre-construction operational status check and were damaged by construction activities is change order work.

If the Contractor is required to submit provisions for the replacement of TMS elements that were not identified, submitting the provisions is change order work.

Add to section 86-5.01A(1):

For Type E detector loops, sides of the slot must be vertical and the minimum radius of the slot entering and leaving the circular part of the loop must be 1-1/2 inches. Slot width must be a maximum of 5/8 inch. Loop wire for circular loops must be Type 2. Slots of circular loops must be filled with elastomeric sealant or hot-melt rubberized asphalt sealant.

- AUTHORITY: The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
- 2. REVOCATION: Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
- DENIAL FOR NONPAYMENT OF FEES: Failure to pay permit fees when due can result in rejection of future applications and denial of permits,
- ASSIGNMENT: No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
- ACCEPTANCE OF PROVISIONS: Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
- 6. BEGINNING OF WORK: When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
- 7. STANDARDS OF CONSTRUCTION: All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions, Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
- PLAN CHANGES: Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
- 9. INSPECTION AND APPROVAL: All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department, The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
- 10. PERMIT AT WORKSITE: Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any. Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
- 11. CONFLICTING ENCROACHMENTS: Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
- 12. PERMITS FROM OTHER AGENCIES: This permit is invalidated if the permittee has not obtained all permits necessary and required by

- law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
- 13. PEDESTRIAN AND BICYCLIST SAFETY: A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications;
- 14. PUBLIC TRAFFIC CONTROL: As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety, While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.
 - Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
- 15. MINIMUM INTERFERENCE WITH TRAFFIC: Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
- 16. STORAGE OF EQUIPMENT AND MATERIALS: The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual; The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways 30', conventional highways (no curbs) 20', conventional highways (with curbs) 1;5'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
- CARE OF DRAINAGE: Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative;
- 18. RESTORATION AND REPAIRS IN RIGHT OF WAY: Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et_e.seq_e)_e

- 19. RIGHT OF WAY CLEAN UP: Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
- 20. COST OF WORK: Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
- 21. ACTUAL COST BILLING: When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
- 22 AS-BUILT PLANS: When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
 - Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
 - 2. All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - 3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
 - 4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
 - As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
 - 6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted, Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
- 23. PERMITS FOR RECORD PURPOSES ONLY: When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
- 24. BONDING: The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that

- project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.
- 25. FUTURE MOVING OF INSTALLATIONS: Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
- 26. ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
- 27. PREVAILING WAGES: Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
- RESPONSIBILITY FOR DAMAGE. The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations. or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and save barmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for of an account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent lime, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indefinity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit,

- NO PRECEDENT ESTABLISHED: This permit is issued with the understanding that it does not establish a precedent.
- 30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:
 - A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:
 - 1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - 2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
 - 3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.
 - 4_{sc} That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
 - 5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.
- 31. MAINTENANCE OF HIGHWAYS: The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.
- 32. SPECIAL EVENTS: In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. PRIVATE USE OF RIGHT OF WAY: Highway right of way shall not be used for private purposes without compensation to the State.

- The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16,:
- 34. FIELD WORK REIMBURSEMENT: Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.
- 35. NOTIFICATION OF DEPARTMENT AND TMC: The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact, A confirmation notification should occur 3 days before closure or other potential traffic impacts, In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.
- 36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.
- 37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:
 Any excavation requires compliance with the provisions of
 Government Code Section 4216 et. seq., including, but not limited to
 notice to a regional notification center, such as Underground Service
 Alert (USA). The permittee shall provide notification at least 48 hours
 before performing any excavation work within the right of way.

PIST COURTY SCUIL TOTAL MICES SECTION TO A STATE OF THE SECTION OF

TO ACCOMPANY PLANS DATED .

TABLE 1

				RITERIA VICE SP			
	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W)			MAXIMUM CHANNELIZING DEVICE SPACING			
SPEED	1	FOR WIDTH OF OFFICE (E FEET (W)			X	Υ	z **
(5)	TANGENT 2L	MERGING L	SHIFTING	SHOULDER L/3	TAPER	TANGENT	CONFLIC
ಗಧಿಜ	TH-	**	? +	F#	. Ff	f+	- 44
.20	160	. 80:	40	27	20	40	10
25	250	125	63	42	25	50	12
30	360	180	90	60	30	60	15
35	490	245	123	82	35	7Q	. 17
40	640	320	160	107	40	80	20
45	1080	540	270	180	45	90	22
== 50	1200	600	300	200	-50	100	25
55	1320	660	330	220	55	110	27
60	1440	720	360	240	60	120	30
65	1560	780	390	250	65	130	32
70	1680	840	420	280	70	140	35

 \aleph – For other offsets, use the following merging topor length formula for L: For speed of 46 mph or less, L = MS\$760 for speed of 45 mph or more, L = MS

Where: L = Toper length In feet

- W = Width of offset in feet
- 5 = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph
- ** Use for toper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

		DOM	GRADE Min	. Win D ***	
SPEED*	Min D**	∓3 %	-6%	÷97	
ก่อก	/*	ft -	**	j yr	
20	115]	116	120	1,26	
25	155	158	165	173	
30	200	205	215	227	
35	250	257	.271	287	
40	305	315 .	333	354	
45	360	378	.400	427	
50	425	446	474	507	
55	495	520	553	593	
60	570	598	638	686	
65	645	682	728	785	
70	730	771	825	891	

- Speed is posted speed ilmit, aff-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph
- ** Longitudinal buffer space or flagger station spacing
- Use on sustained downgrade steeper than -3 percent and larger than 1 mile,

TABLE 3

ADVANCE WARNING SIG	SN SPAC	ING	
: «	DISTANCE	BETWEEN	SIGNS *
ROAD TYPE			
and the state of t	7.2	47	71
URBAN - 25 mph OR LESS	100	100	100
URBAN - WORE THAN 25 mph TO 40 mph	.250	250	250
URBAN - MORE THAN 40 mph	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2640

x - The distances are approximate, are intended for guidance purposes only, and should be applied with angineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

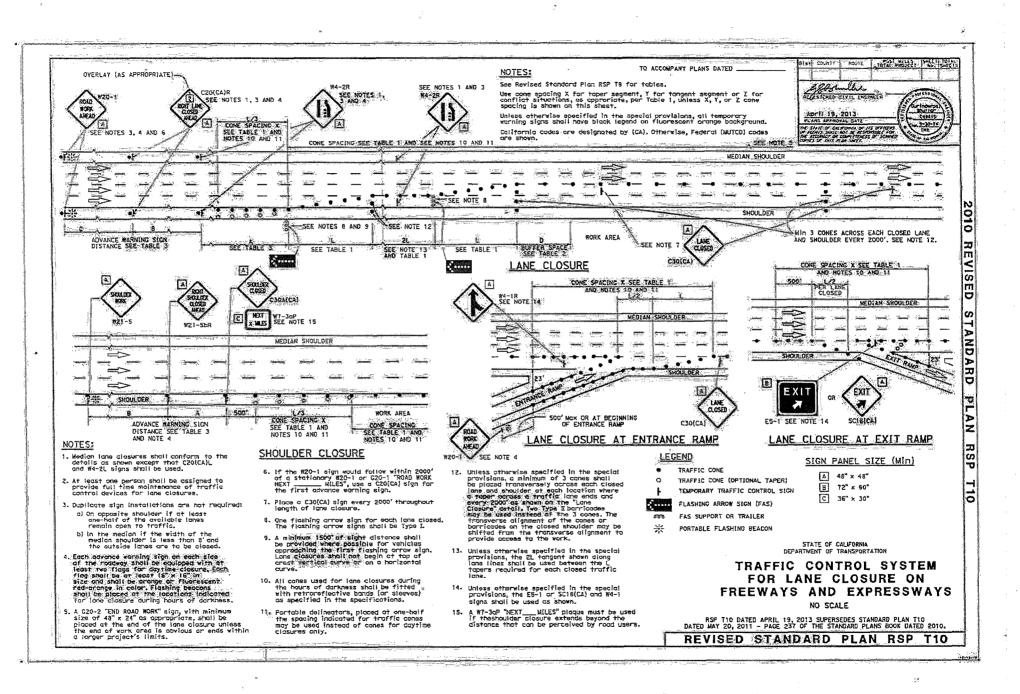
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

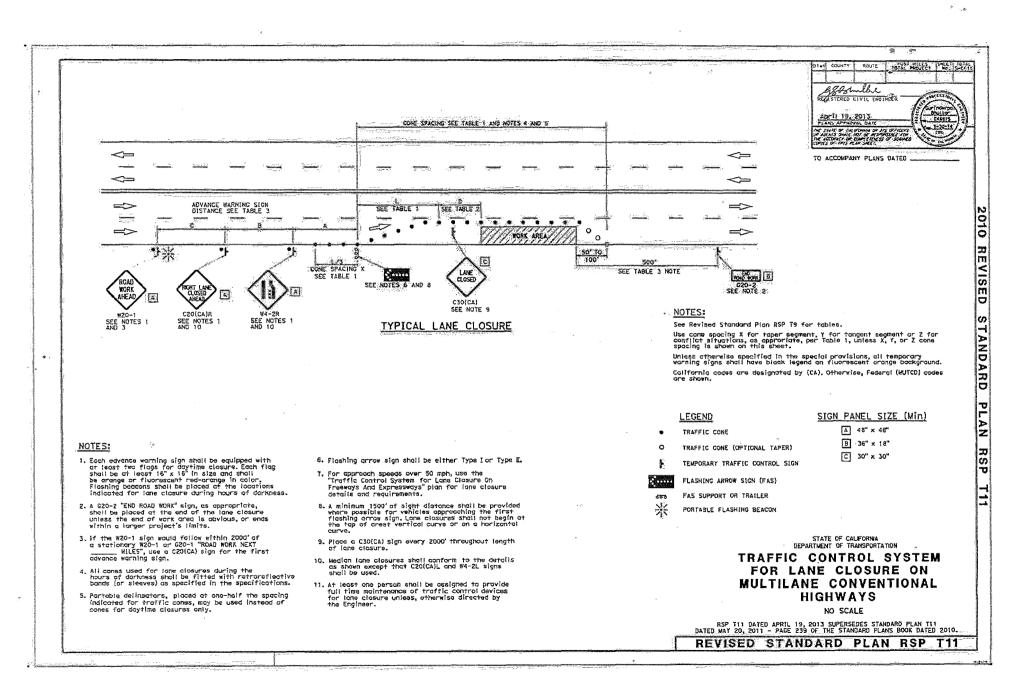
TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES

NO SCALE

RSP T9 DATED JULY 19, 2013 SUPERSEDES RSP T9 DATED AFRIL 19, 2013
THAT SUPPLEMENTS THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T9





APPENDIX D



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

ATTACHMENT F INTENTIONALLY LEFT BLANK

City of San Diego, solely in its capacity as the designated Successor Agency to the Redevelopment Agency of the City of San Diego, a former public body, corporate and politic, herein referred to as

Successor Agency

	MIND DEVELOR MILITI, 1140.
CONTRACTOR'S NAME:	9580 BLACK MOUNTAIN RD, STE
ADDRESS:	SAN DIEGO, CA 92126
TELEPHONE NO.: 858-689-0058 FAX NO.: 858-689-1594	5/11/5/E00, 6/1 6/2 (20
CITY CONTACT: DAMIAN SINGLETON, Contract Specialist, Email: Dsingleton@san	diego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633	
G.Sorenson/Bdoringo/egz	

CONTRACT DOCUMENTS

FOR

PARK BOULEVARD AND SAN DIEGO HIGH SCHOOL PEDESTRIAN TRAFFIC SIGNAL AND STREETSCAPE IMPROVEMENTS

VOLUME 2 OF 2

BID NO.:	K-15-6221-DBB-3-A	
SAP NO. (WBS/IO/CC):	24001299	
CLIENT DEPARTMENT:	2116	
COUNCIL DISTRICT:	- 3	
PROJECT TYPE:	IK / II	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ▶ BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2))
- ➤ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐
- > THIS IS A SANDAG FUNDED CONTRACT
- > THIS IS A SMART GROWTH INCENTIVE PROGRAM

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

TABLE OF CONTENTS

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
	Bid Bond	
3.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	7
4.	Contractors Certification of Pending Actions	
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7.	Form AA35 - List of Subcontractors	15
8.	Form AA40 - Named Equipment/Material Supplier List	16
9.	Form AA45 – Subcontractor's Additive/Deductive Alternate	17

The Successor Agency is defined in SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS of Volume 1 of this solicitation. All references herein to City shall be deemed to refer to the Successor Agency where necessary to identify the agency in privity of contract for the performance of this project.

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 SIG	GN 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	
IF A PARTNERSHIP, SIGN HERE: (1) Name under which business is conducted	(A/a)

BIDDING	DOCTIN	ALTERITY C
BHDDHNG	17070.8718	MENDED.

(3)	Signature (Note: Signature must be made by	a general partner)		
	Full Name and Character of partner			
, ,		***************************************		
		Zip Code		
(6)	Telephone No.	Facsimile No.		
(7)	Email Address			
A C	ORPORATION, SIGN HERE:	TRI-GROUP CONSTRUCTION		
	Name under which business is conducted	AND DEVELOPMENT, INC.		
	Signature, with official title of officer author			
	(Signature) HANI ASSI			
	(Printed Name) SECRETARY OF COR			
	(Printed Name)			
(3)	(Printed Name) SECRETARY OF COR (Title of Officer)	PORATION (Impress Corporate Seal Here		
	(Printed Name) SECRETARY OF COR (Title of Officer) Incorporated under the laws of the State of	PORATION (Impress Corporate Seal Here		
(4)	(Printed Name) SECRETARY OF COR (Title of Officer) Incorporated under the laws of the State of Place of Business (Street & Number)	PORATION (Impress Corporate Seal Here (A 1760mia) Block Monton Zoan Switch		
(4) (5)	(Printed Name) SECRETARY OF COR (Title of Officer) Incorporated under the laws of the State of Place of Business (Street & Number)	PORATION (Impress Corporate Seal Here (A 1760mia) Block Monton Zoan Switch (CA Zip Code 92126		
(4)(5)(6)	(Printed Name) SECRETARY OF COR (Title of Officer) Incorporated under the laws of the State of Place of Business (Street & Number)	PORATION (Impress Corporate Seal A 176/100 BLAGE MONTON ZOND SW.; CA Zip Code 92/29 Facsimile No. 858-699-		

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

Contractor's license for the following classifi	NG BIDS", the bidder holds a California State ication(s) to perform the work described in these
LICENSE CLASSIFICATION	F1
LICENSE NO. 772159	EXPIRES 03-31- ,2017
This license classification must also be shown license classification on the bid envelope may ca	on the front of the bid envelope. Failure to show ause return of the bid unopened.
TAX IDENTIFICATION NUMBER (TIN):	
Email Address: trigroup Co	not@qul.com
V 5	
THIS PROPOSAL MUST BE NOTARIZED	BELOW:
	e representations made herein regarding my State
Contractor's needse number, classification and e	expiration date are true and correct.
	HANI ASSI
	HANI ASSI
Signature	HANI ASSI TitleSECRETARY OF CORPORATION
Signature	HANI ASSI Title SECRETARY OF CORPORATION E, THIS DAY OF,
Signature	HANI ASSI TitleSECRETARY OF CORPORATION

A notary public or other officer completing this certific document to which this certificate is attached, and not t	ate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California) County of SAN DIEGO)	
On2/19/2015 before me,	MICHELLE M. BASUIL, NOTARY PUBLIC
Date	Here Insert Name and Title of the Officer
personally appeared	HANI ASSI
,	Name(s) of Signer(s)
subscribed to the within instrument and acknow	v evidence to be the person(s) whose name(s) is/are vledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(e), cted, executed the instrument.
MICHELLE M. BASUIL	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
COMM # 2034911 > SAN DIEGO COUNTY >	WITNESS my hand and official seal.
NOTARY PUBLIC-CALIFORNIA Z MY COMMISSION EXPIRES 7 AUG. 24, 2017	Signaturance Alla har Kasan
AUG. 24, 2017	Signature of Notary Public
Place Notary Seal Above	PTIONAL
Though this section is optional, completing this	information can deter alteration of the document or is form to an unintended document.
Description of Attached Document	
	Document Date:
Number of Pages: Signer(s) Other That	an Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name: HANI ASSI	Clanavia Nama
Signer's Name: Thank Acord	Signer's Name: ☐ Corporate Officer — Title(s);
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardián or Conservator	☐ Trustee ☐ Guardian or Conservator ☐ Other:
☐ Other: Signer Is Representing:	

BIDDING	DOCUM	TENTE
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BID BOND

PNOW ALL MENIOV TUBES DESCENT	ייייילי							
KNOW ALL MEN BY THESE PRESEN	,							
That TRI-GROUP CONSTRUCTION A	AND DEVELOR	PMENT, INC	<u>С. </u>	s Principal, and				
NORTH AMERICAN SPECIALTY INSURANCE COMPANY as Surety, are held and firmly bound unto The Successor Agency 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 PARK BOULEVARD AND SAN DIEGO HIGH SCHOOL PEDESTRIAN TRAFFIC SIGNAL AND STREETSCAPE IMPROVEMENTS								
NOW THEREFORE, if said Principal is and in the manner required in the "Notice of agreement bound with said Contract I and furnishes the required Performance I and void, otherwise it shall remain in full by said OWNER and OWNER prevails, such suit, including a reasonable attorney's	Inviting Bids" of Documents, furn Bond and Paymoforce and effect said Surety shall	enters into a lishes the rec ent Bond, th . In the even I pay all cos	written Agreem juired certificate en this obligation t suit is brought ts incurred by s	ent on the form es of insurance, on shall be null upon this bond				
SIGNED AND SEALED, this 197	TH .	day of	FEBRUARY	, 2015				
TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. (Principal)	(SEAL)	NORTH AME SPECIALTY	RICAN NSURANCE CON (Surety)	1PANY (SEAL)				
By: (Signature) HANI ASSI, SECRETARY			MV). ct. (Signature) D. IATAROLA,	rlarata ATTORNEY-IN-FACT				
(SEAL AND NOTARIAL ACKNOWLED	JURWENT OF :	SURETY)						

W6W6W6W			
			tificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document.
State of	California)
County o	of SAN DIEC	SO)
On	2/19/2015	before me.	MICHELLE M. BASUIL, NOTARY PUBLIC
<u> </u>	Date	501010 1110,	Here Insert Name and Title of the Officer
personal	lv appeared		MARK D. IATAROLA
P O O O O O O O O O O	.) -: -		Name(e) of Signer(e)
subscribe	ed to the within i rei r authorized car	nstrument and ackn pacity (ies) , and that b	ory evidence to be the person(s) whose name(s) is/are lowledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument 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.
	MICHE	LLE M. BASUIL	WITNESS my hand and official seal.
	COM	M # 2034911	- 1-1
別会	NOTARY P	UBLIC-CALIFORNIA Z	Signature of Notary Public
___	MY COM	MISSION EXPIRES 7 ⇒. 24, 2017	Signature of Notary Public
	Place Notary S		
Thoug		ptional, completing t	OPTIONAL this information can deter alteration of the document or this form to an unintended document.
Descript	tion of Attached i	Document	
			Document Date:
	_		Than Named Above:
	/(ies) Claimed by Name: <u>MARK D.</u>		Signer's Name:
		e(s):	☐ Corporate Officer — Title(s):
☐ Partne	r – □ Limited	□ General	☐ Partner — ☐ Limited ☐ General
🗌 Individ	ual 🛛 Attor	ney in Fact	☐ Individual ☐ Attorney in Fact
☐ Truste		dian or Conservator	☐ Trustee ☐ Guardian or Conservator
Uther: Signer Is	Representing:		
-			

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing u laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the Cit	
Schaumburg, Illinois, each does hereby make, constitute and appoint: JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,	
GLENDA J. ROONEY, and MARK D. IATAROLA	
JOINTLY OR SEVERALLY	
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitte law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:	:d by he
FIFTY MILLION (\$50,000,000.00) DOLLARS	
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and hon the 9 th of May, 2012:	of ield
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President or any Assistant Vice President, any Assistant Vice President, any Vice President, any Vice President, any Assistant Vice President, any Assistant Vice President, any Assistant Vice President, any Assistant Vice President, any Vice President, and Vice Pr	named
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."	o any
By David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company & Vice President of North American Specialty Insurance Company & Vice President of North American Specialty Insurance Company	
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused to official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of	their 14
North American Specialty Insurance Company Washington International Insurance Company	
State of Illinois County of Cook ss:	
On this 9th day of May, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layre Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies. **OFFICIAL SEAL** DONNA D. SKLENS Notary Public, State of Illinois My Commission Expires 10/06/2015 **Donna D. Sklens, Notary Public* Donna D. Sklens, Notary Public*	ian,
I, <u>Jeffrey Goldberg</u> , the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.	North
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of FEBRUARY, 20 15.	

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

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)				
C. 1	2,50) ss.				
County of	D1=60	_)				
HANI	ASSI		, being	g first duly sworr	n, deposes and	
says that he or she is	SECRET	ong of c	ortho	e party making	the foregoing	
bid that the bid is not m	ade in the inter	est of, or on be	half of, any un	ndisclosed person	n, partnership,	
company, association, or	ganization, or c	orporation; that	the bid is genu	ine and not colli	isive or sham;	
that the bidder has not d	irectly or indire	ctly induced or	solicited any o	ther bidder to pu	ıt in a false or	
sham bid, and has not di	rectly or indirec	ctly colluded, co	nspired, conniv	ved, or agreed w	ith any bidder	
or anyone else to put in	a sham bid, or t	hat anyone shall	refrain from b	oidding; that the	bidder has not	
in any manner, directly	or indirectly,	sought by agre	ement, commi	unication, or co	nference with	
anyone to fix the bid pr	ice of the bidde	r or any other b	idder, or to fix	x any overhead,	profit, or cost	
element of the bid price,	or of that of an	y other bidder,	or to secure an	y advantage aga	inst the public	
body awarding the con	tract of anyon	e interested in	the proposed	contract; that	all statements	
contained in the bid are	true; and further	r, that the bidder	has not, direc	tly or indirectly,	submitted his	
or her bid price or any 1	oreakdown there	eof, or the conte	ents thereof, or	r divulged inforr	nation or data	
relative thereto, or paid	d, and will no	t pay, any fee	to any corpo	oration, partners	hip, company	
association, organization	, bid depository	, or to any mem	ber or agent th	nereof to effectua	ate a collusive	
or sham bid.						
		1/		ΉΔΝ	II ASSI	
,	Sianadi	A -	///	111/11	11 7001	
•	Signed:					
,	Title:			SECRETARY O	F CORPORATION	
	Subscribed and s	worn to before m	ae thic	day of	20	
•	Juosoffood and s	, worn to belore in	ic this	day 01	, 20	
-		<u>, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	Notary Public			1
			(SEAL)	(fa	allacho	d,
			(טבגאבט)	~ ·		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California) County of SAN DIEGO)	
On2/19/2015 before me,MI	CHELLE M. BASUIL, NOTARY PUBLIC
Date	Here Insert Name and Title of the Officer
personally appearedH	ANI ASSI
	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	vidence to be the person(e) whose name(e) is/are dged to me that he/she/they executed the same in her/their signature(e) on the instrument the person(e), ed, executed the instrument.
of	certify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct.
COMM # 2034911 > W	ITNESS my hand and official seal.
NOTARY PUBLIC-CALIFORNIA Z MY COMMISSION EXPIRES 7	anatura 2 1 All 2 Bas P
AUG. 24, 2017	gnature <u>Neshle h. Baser</u> C Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this in fraudulent reattachment of this f	formation can deter alteration of the document or
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than	Named Above;
Capacity(ies) Claimed by Signer(s)	Cianavia Nama
Signer's Name: HANI ASSI Corporate Officer — Title(s): SECRETARY	Signer's Name: ☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: Signer Is Representing:	☐ Other:Signer Is Representing:
oigner is representing.	Signer is nepresenting.

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.

	S	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.									
	s t	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	Loc	ATION.	DESCRIPT	ION OF CLAIM	LITIGATION (Y/N)	Status	RESOLUTION/REMEDIAL ACTION/TAKEN				
CLAIM							ACTON TAILEN				
								_			
								-			
				······································							
								-			
			Print	RI-GROUP			HANI ASSI				
Contractor	Name:		CONST	RUCTION AND LOPMENT, INC.		<u> </u>	HAINI AGGI	_			
Certified B	Зу	HANI ASSIT Title SECRETARY OF CORPORAT									
	-			Name	,						
						Date _	02-19-201	3			
			/ /8	ignature							

USE ADDITIONAL FORMS AS NECESSARY

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO EQUAL BENEFITS PROGRAM 202 C Street, MS 9A, San Diego, CA 92101 Phone (619) 533-3948 Fax (619) 533-3220

	COM	PANY INFO	RMATION				
Company Name:	TRI-GROUP CONSTRUCTION)N	Contact Name:	HANI	ASSI		
Company Addre	ss: 9580 BLACK MOUNTAIN RD, S	TE L	Contact Phone:	858-1	189-1221B		
	SAN DIEGO, CA 92126		Contact Email:	teri an	ouscenstravi.		
	CONT	RACT INFO					
Contract Title:	PORK BUID AND SI) HIGH T	PSO. + Maric sie	Start Date: عام	06-01-15		
Contract Number	er (if no number, state location): BID	No. K-	5-6221-DBN-3	A End Date:	12-01-15		
	SUMMARY OF EQUAL E	ENEFITS O	RDINANCE REQUIRE	EMENTS			
The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply: Contractor shall offer equal benefits to employees with spouses and employees with domestic partners. Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit. Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner. Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods. Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements. Contractor shall submit EBO Certification of Compliance, signed under penalty of perjury, prior to award of contract. NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.							
	CONTRACTOR EQUAL I	BENEFITS O	RDINANCE CERTIFIC	CATION			
Please indicate y	our firm's compliance status with the EBO	The City may re	equest supporting documents	ation.			
	I affirm compliance with the EBO becau	se my firm (coni	tractor must <u>select one</u> reaso	n):			
П	☐ Provides equal benefits to spouses of Provides no benefits to spouses of Has no employees. ☐ Has collective bargaining agreen	or domestic partn nent(s) in place p	ers. orior to January 1, 2011, that				
	I request the City's approval to pay affec a reasonable effort but is not able to prov availability of a cash equivalent for bene- reasonable effort to extend all available b	ide equal benefit fits available to s	s upon contract award. I agre pouses but not domestic part	ee to notify empl	loyees of the		
	any contractor to knowingly submit any fan, award, amendment, or administration of				equivalent associated		
Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City. HANT ASSI SELECTION A COMP							
N	Name/Title of Signatory		Signature		Date		
	FOR OF	FICIAL CITY	Y USE ONLY				
Receipt Date:	EBO Analyst:	□ Approved	□ Not Approved – Reason	n:			
					(Rev 02/15/2011)		

Park Boulevard and San Diego High School Pedestrian Traffic Signal and Streetscape Improvements Equal Benefits Ordinance Certification of Compliance

PROPOSAL (BID)

The Bidder agrees to the construction of Park Boulevard and San Diego High School Pedestrian Traffic Signal and Streetscape Improvements, 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
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$9,000
2	I	LS	237310	7-10.2.6	Traffic Control		\$10,000
3	1	LS	237310	9-3.4	Mobilization		\$20,000
4	1	AL		9-3.6	Field Orders - Type II		\$10,000.00
5	1	AL	237310	7.5.3	Caltrans Encroachment Permit Fees		\$984.00
6	1	LS	238910	300-1.4	Clearing & Grubbing		\$62,000
7	800	CY	237310	300.4.9	Unclassified Fill	\$ 29	\$ 23,200
8	4	EA	238910	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$ 400	\$ 1600
9	7,925	SF	237310	302-5.9	Schedule "J" AC Pavement	\$ 7	\$ 55,475
10	72,000	SF	237310	302-4.12.4	Rubber Polymer Modified Slurry - Type II \$ 0.38 \$		\$ 27,360
11	1605	SF	237310	302-6.8	Bus Stop Pad \$ \Co \S \(\lambda\)		\$ 16,050
12	1	EA	237310	303-5.9	Contractor Date Stamp and Impressions \$ 100 \$		\$ 100

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
13	1,890	LF	237310	303-5.9	Median Curb & Gutter Type B-2	\$ Z Z	\$ 41,580
14	475	SF	237310	303-5.9	Cross Gutter	\$ 10	\$ 4,750
15	14,300	SF	237310	302-5.9	2" AC Median Paving	\$ 1.65	\$ 23,595
16	1	EA	237310	303-5.10.2	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles	\$ 3,000	\$ 3,000
17	1	EA	237310	303-5.10.2	Curb Ramp Type D with Stainless Steel Detectable Warning Tiles	\$ 3,000	\$ 3,000
18	80	SF	237310	303-5.9	Truncated Domes	\$ 15	\$ 1200
19	1,425	. SF	237310	303-5.9	PCC Sidewalk	\$ 6	\$ 8,550
20	1	EA	237110	303-1.11	Clean Out Type A	\$6,000	\$ 6,000
21	2	EA	237110	303-1.11	Median Curb Inlet, Type J	\$ 7,000	\$ 14,000
22	426	LF	237110	306-1.6	18-Inch RCP Storm Drain	\$ 120	\$51120
23	1	LS	238210	307-2	Street Lighting Electrical System		\$ 95,000
24	1	EA	238210	307-2	Intersection Lighting and Traffic Signal System	\$125,000	\$ 125,000
25	1	LS	237310	314-4.4.6	Thermoplastic Striping, Crosswalks, Arrows, and Markings		\$ 6430
26	1	LS	237310	314-4.3.7	Painted Traffic Stripes and Curb Markings		\$ 3,000
27	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$ 9,000

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
28	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation		\$6,000
29	1	LS	541690	707-4	MMRP Archaeological Compliance		\$10,000
30	1	LS	541690	707-5	MMRP Paleontological Compliance		\$ 6,000
					ESTIMATED TOTAL BASE BID: \$	\$ 652,	994.00
				AD	DITIVE ALTERNATE A		
1	10,100	SF	237310	302-1.12	Cold Mill Header Cuts	\$ 0.50	\$5,050
2	72,000	SF	237310	302-5.9	1-1/2-Inch Asphalt Concrete Overlay and Striping	\$ (\$72,000
ESTIMATED TOTAL ADDITIVE ALTERNATE A:						\$ 22,0	
DEDUCTIVE ALTERNATE B							
1	72,000	SF	237310	302-4.12.4 Rubber Polymer Modified Slurry - Type II (Base Bid Item 10) \$ 27,3			\$ 27,360
				ESTIN	MATED TOTAL DEDUCTIVE ALTERNATE B:	\$ 27	360,00
				AD)	DITIVE ALTERNATE C		
1	7,450	SF	237310	303-5.9	Colored PCC Raised Median (Type I)	\$ 6	\$ 44,700
2	6,850	SF	237310	303-5.9	PCC Raised Median (Type II)	\$ 6	\$ 41,100
				EST	TMATED TOTAL ADDITIVE ALTERNATE C:	\$ 85	800.00
				DED	UCTIVE ALTERNATE D		
1	14,300	SF	237310	302-5.9	2" AC Median Paving (Base Bid Item 15)	1.65 \$ 1.50 #4	\$ 23,595
	ESTIMATED TOTAL DEDUCTIVE ALTERNATE D:						95.00
	ESTIMAT	\$ 764	,889.00				

Park Boulevard and San Diego High School Pedestrian Traffic Signal and Streetscape Improvements Proposal (BID)
Volume 2 of 2 (Rev. Oct. 2014)

R	m	n	IN	C	n	O	C1	T	ΛĪ	\mathbf{E}^{\prime}	V	Γ S

TOTAL BID PRICE FOR BID (Base Bid, Items 1 through 30, Plus Additive Alternate C, Items 1 through 2 and Deductive Alternate D,	
SEVEN HUNDRED SIXTY FOR THOUSON,	504 HUNDED EXCHAY NINE DOLLARS
The Bid shall contain an acknowledgment of receipt of all addenda, the addenda has been issued by the City and not noted as being received by following addenda have been received and are acknowledged in this bid:	the Bidder, this proposal shall be rejected as being non-responsive. The
The names of all persons interested in the foregoing proposal as principal	
GWS PSSE	HANI ASSI
PRESIDENT	
The state of the s	SECRETARY OF CORPORATION
IMPORTANT NOTICE: If Bidder or other interested person is a corpor state true name of firm, also names of all individual co-partners composin last names in full. TRI-GROUP CONSTRUCTION AND Bidder: Bidder:	ation, state secretary, treasurer, and manager thereof; if a co-partnership, ag firm; if Bidder or other interested person is an individual, state first and HANI ASSI
Title: SECR	ETARY OF CORPORATION
Business Address: 9580 Blook Mours, 27	Shine L' Son Ditto CA 92/26
Place of Business: Sun Dies C Place of Residence: Sun Dies C	4
Place of Residence: Son Dieses C	۵
Signature:	

Park Boulevard and San Diego High School Pedestrian Traffic Signal and Streetscape Improvements
Proposal (BID)
Volume 2 of 2 (Rev. Oct. 2014)

NOTES:

- A. The City shall determine the low Bid based on the Base Bid plus the following: Additive Alternates "A and C" and Deductive Alternates "B and D".
- B. After the low Bid has been determined, the Successor Agency may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the Successor Agency'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 may 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.
- J. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED (OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Perry Electric</u> Address: <u>P.O. BOX 710130</u> City: <u>SAHTSE</u> State: <u>SA</u> Zip: <u>92002</u> Phone: <u>619-4449-0045</u> Email:	Constructor	747931	516×4	4207,023	SLB=	Crig Son Villo	_
Name: STATEWIDE STRAFES INC. Address: P.O. ADX 6 20710 City: Sand Disco State: CA Zip: 92160 Phone: 858-563-6687 Email:	approva	1 Bargl	STAR.P6	40,000	DBE	CALARA	

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	0.3140
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE	0.5190
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE	RIR
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 U.S. Small Business Administration	LA
State of California	CA		SBA

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

1 of 2

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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED (OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: AMERICAN ASPHOL 500 Address: P. U.S.X 310036 City: FONTOWA State: CA Zip: 92331 Phone: 999-427-8276 Email:	CONSTRUCTOR	784969	SURAY	#25,200		_	
Name: Address: City: State: Zip: Phone: Email:							

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.

2 04 -

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 for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPL (MUST BE FILLED \OL	ES SUPPLIER	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®
Name:						
Address:						
City: State:						
Zip:Phone:						
Email:						
Name:						
Address:						
City: State:						
Zip: Phone:						
Email:						
As appropriate, Bidder shall identify Vendor/St	upplier as one of the	following and shall include	valid proof of certifica	tion (except for OBE,SLB	E and ELBE):	l
Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise			Certified Woman Busine Certified Disabled Vetera			WBE DVBE
Other Puriness Enterprise			'ertified Emerging I oca	-		ELBE

Other Business Enterprise OBE Certified Emerging Local Business Enterprise ELBE Certified Small Local Business Enterprise SLBE Small Disadvantaged Business SDB

Woman-Owned Small Business WoSB HUBZone Business HUBZone
Service-Disabled Veteran Owned Small Business SDVOSB

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

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

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

Bidder shall list all Subcontractors described in the Bidder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%.. 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.

Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

MBE, WBE, DBE,

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	OF WORK	SUBCONTRACT (MUST BE FILLED \OUT)	DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	CERTIFIED ②	JOINT VENTURE PARTNERSHIP
DEOVERSE ANT B	Name: AMERICAN ASPHALT 1000 Address: Pongox 310036 City: Tontona State: CA Zip: 92331 Phone: 989-423-82 Email:	No AND CAN	784969	Sumin	\$25,200		-	_
A00. DV	Name: PAVENSUT RECYCLING SY Address: 10240 SON SEVA, NE W City: JURUPA UALISY State: CA Zip: 91752 Phone: 951-682-10 Email: SShæmakar @ Pavement recyclingu	al Causing	569352	COLP	44853.10			
Cert	ropriate, Bidder shall identify Subcontractor as one o iffied Minority Business Enterprise iffied Disadvantaged Business Enterprise	M	BE Ce	ertified Wom	ation (except for OBE, SLBE a an Business Enterprise oled Veteran Business Enterpris		W DV	BE BE

ELBE OBE Certified Emerging Local Business Enterprise Other Business Enterprise SDB Certified Small Local Business Enterprise SLBE Small Disadvantaged Business HUBZone Business HUBZone WoSB Woman-Owned Small Business Service-Disabled Veteran Owned Small Business SDVOSB 0 As appropriate, Bidder shall indicate if Subcontractor is certified by: State of California Department of Transportation CALTRANS CITY City of San Diego CPUC San Diego Regional Minority Supplier Diversity Council SRMSDC California Public Utilities Commission LA City of Los Angeles State of California's Department of General Services **CADoGS**

CA

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

U.S. Small Business Administration

SBA

CHECK IF

WHERE

State of California

CONTRACT DRAWINGS FOR CAPITAL IMPROVEMENTS PROGRAM City of San Diego

PARK BOULEVARD MEDIAN IMPROVEMENTS

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWNGS OF THE CITY OF SAN DIEGO.

TOPOGRAPHY SOURCE

FOUR LANE URBAN COLLECTOR

ABBREVIATIONS

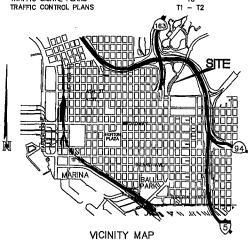
AC	ASPHALT CONCRETE	MH	MANHOLE
BC	BEGINNING OF CURVE	PCC	PORTLAND CONCRETE CEMENT
BLVD.	BOULEVARD	PCR	POINT OF CURVE RETURN
CCL	CALIFORNIA COORDINATE SYSTEM	R	RADIUS
Œ.	CENTER LINE	RCP	REINFORCED CONCRETE PIPE
CONC.	CONCRETE	RT.	RIGHT
EC	END OF CURVE	R/W	RIGHT OF WAY
ELEV.	ELEVATION	SD	STORM DRAIN
EVC	END VERTICAL CURVE	SDCB	STORM DRAIN CATCH BASIN
EX.	EXISTING	SDG	STANDARD DESIGN GUIDE
FG	FINISHED GRADE	SS	SANITARY SEWER
FL	FLOW LINE	STA.	STATION
FS	FINISHED SURFACE	TC	TOP OF CURB
GB	GRADE BREAK	TS	TRAFFIC SIGNAL
LT+.	LEFT	TYP	TYPICAL
MIN,	MINIMUM	WM	WATER METER

DISCIPLINE CODE

<u>ITEM</u>	
G	
D DEMOLITI	
C	IL DE
A	
S	
M	CAL
E ELECTRIC	
I	ION
T	OL.

DESCRIPTION COVER SHEET NOTES DEMOLITION PLANS IMPROVEMENT PLANS STORM DRAIN PLAN STRIPING PLAN

SHEET INDEX



DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK, OR OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

LAWRENCE P. THORNBURGH R.C.E. 49795 R.C.E. EXPIRATION DATE: 09/30/14

STORM WATER PROTECTION NOTES

1. THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER

DA WPCP
CGP RISK LEVEL 1
CGP RISK LEVEL 2
CGP RISK LEVEL 3

2. THE CONTRACTOR SHALL, PER SECTION 701-13.9 OF 2012 WHITEBOOK, PREPARE WATER POLLUTION CONTROL SITE MANAGEMENT PLAN (WPCSMP). PROTECT ALL NEW AND EXISTING STORM DRAIN INLET STRUCTURES FROM. SEDIMENTATION RUNOFF, ROCK WASHING RUNOFF, OR ANY OTHER PROJECT SITE RUNOFF BY PLACING GRAVEL BAGS, FILTER FABRIC, OR OTHER SATISFACTORY METHOD APPROVED BY THE RESIDENT ENGINEER.

PROPOSED_IMPROVEMENTS

PROVEMENT.		DARD DWGS.	SYMBOL
TYPE B-2 MEDIAN CURB	SDG-154,	SDG-156, G-10	
OPOSED SAWCUT LINE			
OPOSEO CURB RAMP T	YPE "B" , SDG-	-130, SDG-132 .	
ROPOSED CURB RAMP T	YPE "D" , SDG-	-130, SDG136 .	 $\widehat{\Delta}$
PAVEMENT (SCHEDULE J)		SDG-113	 ************
NCRETE BUS PAD			
REET LIGHT (LED)		SDE-101	 ·X
ROPOSED STORM DRAIN		SDD-110	 = =
ROPOSED TYPE A STORM DRAIN	CLEANOUT	D-9	 0
OPOSED TYPE J MEDIAN INLET			0
NOSS GUTTER	• • • • • • • • •	SDG-157	
DIAN PAMNG			STATE OF THE STATE OF
CC SIDEWALK	SDG-155	, SDG-156, G-1D	 1.4.4.3
ETNIC IMPROVEMENTS			

PCC SIDEWALK	• استخصا
EXISTING_IMPROVEMENTS	674/001
<u>ITEM</u>	SYMBOL
RIGHT-OF-WAY,	— W
EXISTING SEWER MANHOLE , , , ,	······································
EXISTING SEWER	
EXISTING SEWER LATERAL	······································
EXISTING WATER	morning Warrant Street
EXISTING WATER SERVICE	
EXISTING ELECTRIC	
EXISTING TELEPHONE	management (
EXISTING FIRE HYDRANT	bod
EXISTING TELEPHONE POLE	
EXISTING CURB ,	***************************************
EXISTING CURB AND GUTTER	***************************************
EXISTING DRIVEWAY	
EXISTING STREET LIGHT	Ø 9
EXISTING PEDESTRIAN RAMP	Λ
□ PULLBOX .	1,1,1,11,11
■ TELEPHONE RISER	

G-1

PARK BOULEVARD MEDIAN IMPROVEMENTS

ANASLAND ENGINEERING

REVISION	DATE	BY	PROJECT ENGR: LARRY THORNE
100% SUBMITTAL	6-414	N.E.	DESIGNED BY: PAUL PITMAN
			DRAWN BY: PAUL PITMAN
	-	-	SCALE; AS SHOWN
			JOB NO. 109-221.1

TEMPORARY BMP CONSTRUCTION SITE WATER PRIORITY: LOW

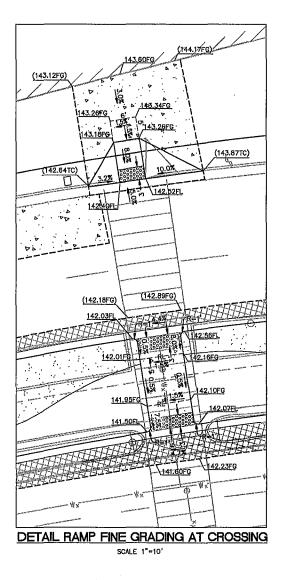
Н	FROFESSIONAL PROPERTY OF THE P
	EXP. 8-30-14

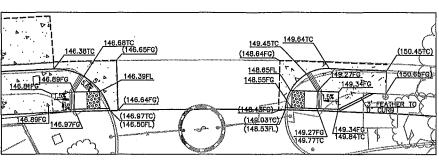
SPECIFICATION NO. 5997

CI	P	' SAN DIEGO, CALI UBLIC WORKS DEPARTMEN SHEET <mark>1</mark> OF 10 SHEETS	Τ		WBS#24001299
APPROVED:	BR	CITY ENGINEER AD JOHNSON	DA	TE .	G. SORENSON PROJECT MANAGER
DESCRIPTION	BY	RINT NAME APPROVED	DATE	FILMED	D, LI PROJECT ENGINEER
ORIGINAL	N.E.				202-1721 CCS27 COORDINATES
AS-BUILTS					1843-6284 CCS83 COORDINATES
CONTRACTOR		DATE START			37581-1-D

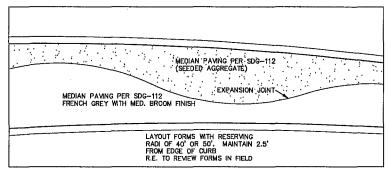
CONSTRUCTION CHANGE / ADDENDUM					
IGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.		
				IF THIS BA NOT MEAS	
				THEN DRA	
				NOT TO 5	

CITY OF SAN DIEGO

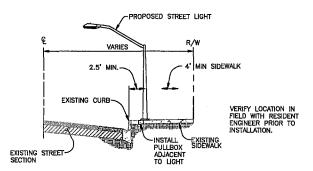




DETAIL RAMP FINE GRADING AT DRIVEWAY SCALE 1"=10'



MEDIAN PAVING CONSTRUCTION DETAIL SCALE 1"=10'



PROPOSED STREET LIGHT LOCATION

STREET LIGHT NOTES:

- CONTRACTOR INSTALLING THE STREET LIGHTING DISTRIBUTION SYSTEM SHALL NOTIFY CITY FIELD ENGINEER AT (358) 627-3200, A MINIMUM OF THREE (3) DAYS PRIOR TO STARTING OF WORK FOR APPROVAL OF CONOUIT, POLE LOCATIONS AND FIELD REQUIREMENTS.
- CONTRACTOR SHALL VERIFY THAT ALL STREET LIGHTS ARE ACTIVATED AND NOTIFY CITY FIELD ENGINEER AT (858) 627-3200, A MAXIMUM OF FOUR (4) WEEKS AFTER FINAL ELECTRICAL INSPECTION.
- NATIONAL ELECTRIC CODE (NEC) WIRE COLOR CODING SHALL BE USED FOR ALL ELECTRICAL WORK. LUMINAIRES SHALL BE LED REPLACEMENT FOR 250W HPS; SUBMITTED FOR APPROVAL.
- 4. STREET LIGHT SCHEDULE:

STREET LIGHT NUMBER	STREET NAME	LOCATION REFERENCE*	CORNER/ STREET SIDE	TYPE OF WORK /WATTAGE **	POLE TYPE §	EXISTING LIGHT
1	PARK BOULEVARD	N/O RUSS BOULEVARD 184	EAST	(N) 140W LED (4000k)	15	
2	PARK BOULEVARD	N/O RUSS BOULEVARD 205'	WEST	(N) 140W LED (4000k)	15	2 (E) 250W HPS
3	PARK BOULEVARD	N/O RUSS BOULEVARD 344'	EAST	(N) 140W LED (4000k)	15	3(E) 250W HPS
4	PARK BOULEVARD	N/O RUSS BOULEVARO 345'	WEST	(N) 140W LED (4000k)	15	
5	PARK BOULEVARD	N/O RUSS BOULEVARD 502'	EAST	(N) 140W LEO (4000k)	15	
6	PARK BOULEVARD	N/O RUSS BOULEVARD 474'	WEST	(N) 140W LED (4000k)	15 -	
7	PARK BOULEVARD	N/O RUSS BOULEVARD 577'	EAST	(N) 140W LED (4000k)	15	7 (E) 250W HPS
8	PARK BOULEVARD	N/O RUSS BOULEVARD 591'	WEST	(N) 140W LED (4000k)	15	
9	PARK BOULEVARD	N/O RUSS BOULEVARD 736'	EAST	(N) 140W LED (4000k)	15	9 (E) 250W HPS
10	PARK BOULEVARD	N/O RUSS BOULEVARD 739'	WEST	(N) 140W LED (4000k)	15	
11	PARK BOULEVARD	N/O RUSS BOULEVARD 873'	EAST	(N) 140W LED (4000k)	15	
12	PARK BOULEVARD	N/O RUSS BOULEVARD 881'	WEST	(N) 140W LED (4000k)	15	12(E) 250W HPS
13	PARK BOULEVARD	N/O RUSS BOULEVARD 1022'	EAST	(N) 140W LED (4000k)	15	
14	PARK BOULEVARD	N/O RUSS BOULEVARD 1001'	WEST	(N) 140W LED (4000k)	15	

*LOCATION REFERENCE FOR MID-BLOCK STREET LIGHTS: APPROXIMATE DISTANCE FROM CENTERLINE OF NEAREST CROSS STREET. **TYPE OF WORK: NEW (N) AND EXISTING (E).

G-2

NOTES FOR: PARK BOULEVARD MEDIAN IMPROVEMENTS



SPECIFICATION NO. 5997	CI	₩BS# <u>24001299</u>				
GOFESS/OV	APPROVED:	BRAD	Y ENGINEER JOHNSON IT NAME	- DA	TE .	G. SORENSON PROJECT MANAGER D. LI
E PAUL TO GE	DESCRIPTION ORIGINAL	BY N.E.	APPROVED	DATE	FILMED	PROJECT ENGINEER
49795 2 EXP. 8-30-14	ONIGINAL.	/v.c.				202-1721 CCS27 COORDINATES
EXP. 9-30-14	AS-BUILTS					1843–6284 CCS83 COORDINATES
OF CALIFOR	CONTRACTOR		DATE STAR			37581-2-D



CITY OF SAN DIEGO PUBLIC WORKS PROJECT

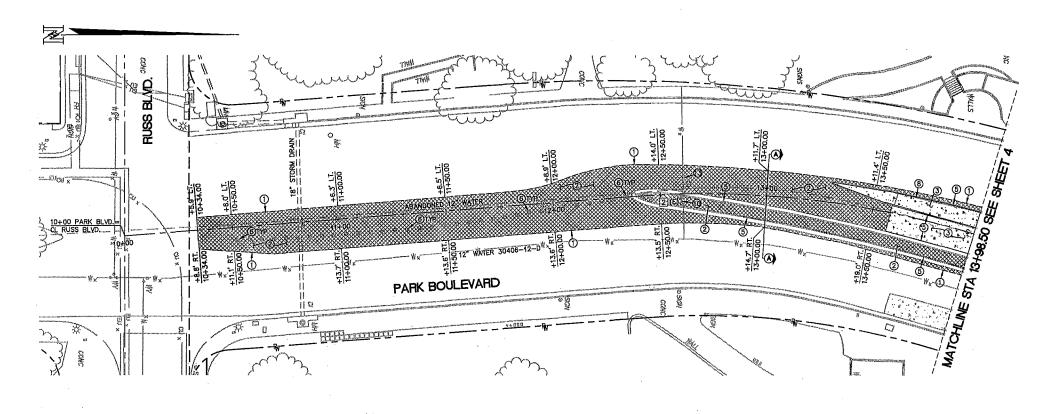


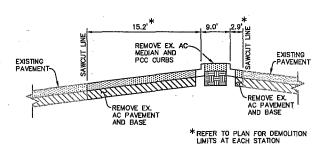
		MII 1/10	go, California, 92111 -858-292-
REVISION	DATE	BY	PROJECT ENGR: LARRY TI
100% SUBMITTAL	6-4-14	N.E.	DESIGNED BY: PAUL F

REVISION	DATE	BY	PROJECT ENGR: LARRY THORNBURGH
00% SUBMITTAL	6-4-14	N.E.	DESIGNED BY: PAUL PITMAN
	+		DRAWN BY: PAUL PITMAN
			SCALE: AS SHOWN
			JOB NO. 109-221.1
			100 1101

NASLAND ENGINEERING

D-1





SECTION A-A DEMOLITION (STATION 13+00)
NO SCALE

IF THIS BAR DOES

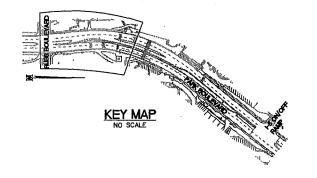
NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

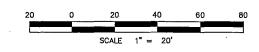
- DEMOLITION NOTES:

 (1) SAWCUT EXISTING PAVEMENT.

 (2) REMOVE EXISTING AC PAVEMENT (5" AC/8" CTB) AND REMOVE ALL EXISTING IMPROVEMENTS (SIGNS, BOLLARDS, FENCING, LIGHTS, ETC.)

 (2) UNLESS OTHERWISE NOTED.
- (3) REMOVE EXISTING PCC PAVEMENT (ASSUMED DEPTH IS 13").
- 4 REMOVE EXISTING PCC SIDEWALK, CURB AND GUTTER AND PAVEMENT AS NECESSARY.
- (5) REMOVE EXISTING MEDIAN CURB.
- (6) REMOVE EXISTING BOLLARD. 8 REMOVE EXISTING HANDRAIL.
- REMOVE EXISTING STREET LIGHT.
- 3 PROTECT AND ADJUST EXISTING WATER GATE VALVE TO GRADE.





DEMOLITION PLANS FOR:

PARK BOULEVARD MEDIAN IMPROVEMENTS

NASLAND ENGINEERING CIVIL ENGINEERING • SURVEYING • LAND PLANNING 4740 Ruffner Street, San Diego, California, 92111 •858-292-7770 CITY OF SAN DIEGO DATE BY 6-4-14 N.E. REVISION PROJECT ENGR: LARRY THORNBUR PUBLIC WORKS PROJECT DESIGNED BY: PAUL PITMAN DRAWN BY: PAUL PITMAN AS SHOWN SCALE: ___ 109-221.1 JOB NO.



SPECIFICATION NO. 5997

	CIT	TY OF PU S	WBS#24001299			
	APPROVED:	BRA	ITY ENGINEER D JOHNSON INT NAME	DA	TE .	G. SORENSON PROJECT MANAGER
	DESCRIPTION	BY	APPROVED	DATE	FILMED	D, LI PROJECT ENGINEER
1	ORIGINAL	N.E.				202-1721 CCS27 COORDINATES
"						
' .	AS-BUILTS					1843-6284 CCS83 COORDINATES
	CONTRACTOR INSPECTOR		DATE STARTE			37581-3-D

