

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Claudia Abarca, 1200 Third Avenue Ste. 200, M.S. 56P, San Diego, CA 92101
Email, CAbarca@sanidiego.gov Ph (619) 236-6669 Fax (619) 236-5904
M Giandoni/NB/LJI

CONTRACT DOCUMENTS

FOR



40TH STREET AT NATIONAL AVENUE AND 40TH STREET AT ALPHA STREET POP-OUTS

VOLUME 1 OF 2

BID NO.:	L-13-5614-DBB-1
SAP NO. (WBS/IO/CC):	B-11054 / B-11055
CLIENT DEPARTMENT:	1104
COUNCIL DISTRICT:	4
PROJECT TYPE:	ID

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- COMPETITION RESTRICTED TO: ELBE-SLBE FIRMS ONLY
- PREVAILING WAGE RATES: **STATE**
- THIS IS A PROP 1B GRANT FUNDED CONTRACT THROUGH SANDAG

ENGINEER OF WORK

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



Brad Johnson
For City Engineer

8/16/12
Date

Seal:

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REQUIRED DOCUMENTS SCHEDULE

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

The specified EOC forms are all available for download from the EOC Program's web site at:

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

ITEM	WHEN	BY	WHAT
1.	BID DUE DATE/TIME	ALL BIDDERS	Proposal (Bid)
2.	BID DUE DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
3.	BID DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
4.	BID DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
5.	BID DUE DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
6.	BID DUE DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
7.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: o Joint Venture Agreement o Joint Venture License
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	ALL BIDDERS	Contractor/Vendor Registration Form
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace

REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN	BY	WHAT
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance
17.	BY 5th OF EACH MONTH	CONTRACTOR	CC20 - Monthly Employment Report
18.	BY 5th OF EACH MONTH	CONTRACTOR	CC25 - Monthly Invoicing Report
19.	PRIOR TO ACCEPTANCE	CONTRACTOR	CC10 - Contract Change Order (CCO)
20.	PRIOR TO ACCEPTANCE	CONTRACTOR	CC15 - Final Summary Report
21.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal

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

1. **INTRODUCTION.** This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOC Requirements included in The WHITEBOOK.
 - 1.1. The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.
2. **AMENDMENTS TO THE CITY'S GENERAL EOC REQUIREMENTS.**
 - III. **Equal Employment Opportunity Outreach Program (A).** DELETE in its entirety and SUBSTITUTE with the following:
 - A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. **AMENDMENTS TO THE CITY'S EOC SLBE-ELBE REQUIREMENTS.**
 - XI. **Suppliers.** Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive, and Allowance Bid Items (when shown by the City as Allowance – Type II in the Bid and Proposal forms) in the calculation. Allowance – Type I Bid Items are part of the Base Bid integral to the SOW.
4. **SUBCONTRACTING PARTICIPATION PERCENTAGES.** The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
 - 4.1. The following voluntary subcontractor participation percentage for , SLBE , ELBE, DBE, MBE, WBE, DVBE and OBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 33.3%.
 - 4.2. For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive, and Allowance Bid Items (when shown by the City as Allowance – Type II in the Bid and Proposal forms) in the calculation. Allowance – Type I Bid Items are part of the Base Bid integral to the SOW.
5. **PRE-BID CONFERENCE.** A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform prospective Bidders of the submittal requirements and provisions relative to the Small Local Business Enterprise Program. Bidders are **required** to attend the Pre-Bid Conference to better understand the requirements of this contract.
6. **RESOURCES.** The current list of certified SLBE-ELBE firms can be found on the EOC Department website at <http://www.sandiego.gov/eoc/>

CITY OF SAN DIEGO, CALIFORNIA

INVITATION TO BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bid(s) will be received at the Public Works Contracting Group (PWCG) at **1200 THIRD AVENUE, SUITE 200, SAN DIEGO, CA 92101 UNTIL 1:30 PM ON October 10, 2012** for performing work on the following project:

**40th STREET AT NATIONAL AVENUE AND 40th STREET AT ALPHA STREET
POP-OUTS**

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

Construction of pop-outs, sidewalk, curb & gutter, curb ramps, crosswalks, signage, relocation of bus stops.

The Work shall be performed in accordance with:

- Bid No. **L-13-5614-DBB-1** and Plans numbered **36578-1-D** through **36578-6-D**, inclusive.
3. **ENGINEER'S ESTIMATE:** The Engineer's estimate of the most probable price for this contract is **\$258,000**.
 4. **LOCATION OF WORK:** The location of Work is Citywide unless specified otherwise as follows:

This project is located within the Southeastern Community area of San Diego, Council District 8.
 5. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **60 Working Days**.
 6. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

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

- **CLASS A**

7. **PRE-BID CONFERENCE:** There will be a Pre-Bid Conference to discuss the scope of the Project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the Purchasing & Contracting Department (P&C) Conference Room at 1200 Third Avenue, Suite 200, San Diego, CA 92101 at **10:00 A.M., on September 26, 2012.**

The Pre-Bid Conference has been designated as MANDATORY. All potential bidders are required to attend. Bid will be declared **non-responsive** if the Bidder fails to attend the Pre-Bid Conference when specified to be mandatory. Attendance at the Pre-Bid Conference will be evidenced by the representative's signature on the attendance roster. It shall be the responsibility of the Bidder's representative to complete and sign the attendance roster. No Bidder will be admitted after the official start time of the mandatory Pre-Bid Conference.

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

8. **CITY CONTACT INFORMATION:**

See the cover of the Contract Documents.

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

1. STANDARD SPECIFICATIONS

Document No.	Filed	Description
PITS0504091	05-04-09	Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition
PITS0901100-1	09-01-10	City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update *
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)
769023	09-11-84	Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause

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

2. STANDARD DRAWINGS

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

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

10. WAGE RATES: Prevailing wages are not applicable to this project unless specified otherwise on the cover page of these specifications and when included in these specifications. See Funding Agency Provisions that follow this Invitation to Bid for more information.

Tony Heinrichs,
Director
Public Works Department

INSTRUCTIONS TO BIDDERS

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

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

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

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

2. **CONTRACTOR REGISTRATION:** Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
3. **CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
4. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitation to Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
5. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
6. **SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
7. **AWARD PROCESS:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

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

8. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
9. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
10. **QUESTIONS:** 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 procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

Questions received less than 14 days prior to the date for opening of Bids may not be answered.

Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
11. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 1 Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf.
12. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
13. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

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

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

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

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

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

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

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

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

15. AWARD OF CONTRACT OR REJECTION OF BIDS:

This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.

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.

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.

A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received

by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.

Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Invitation to Bids.

The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

- 16. BID RESULTS:** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

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

- 17. THE CONTRACT:** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working Days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

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

For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 10 Working Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

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

18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

19. DRUG-FREE WORKPLACE:

a) General:

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

b) Definitions:

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

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

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

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

c) City Contractor Requirements:

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

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

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

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

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

20. AMERICANS WITH DISABILITIES ACT:

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

- b) Definitions:

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

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

- c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.
- i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
 - ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
 - iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.

21. CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE: This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

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

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

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf.

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

“Compliance with San Diego Municipal Code §22.3224: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

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

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

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

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

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

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

- 24. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

- 25. EQUAL BENEFITS:** This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

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

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

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

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

26. LIMITED COMPETITION: This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.

27. PRE-AWARD ACTIVITIES:

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

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

**CITY OF SAN DIEGO
FUNDING AGENCY PROVISIONS
FOR
CONSTRUCTION CONTRACT REQUIREMENTS**

THE FOLLOWING REQUIREMENTS APPLY TO STATE, FEDERAL, OR BOTH FUNDED PROJECTS. IN THE EVENT THAT THESE REQUIREMENTS CONFLICT WITH THE CITY'S GENERAL EOC REQUIREMENTS, THE STATE AND FEDERAL REQUIREMENTS WILL CONTROL.

1) STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS:

In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request. .

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

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

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

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC., herein called "Contractor" for construction of 40th Street at National Avenue and 40th Street at Alpha Street Pop-Outs; Bid No. L-13-5614-DBB-1; in the amount of ONE HUNDRED FIFTY SEVEN THOUSAND NINE HUNDRED NINETY EIGHT DOLLARS AND 00/100 (\$157,998.00), which is comprised of the Base Bid alone.

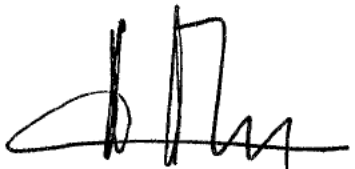
IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) That certain documents entitled 40th Street at National Avenue and 40th Street at Alpha Street Pop-Outs, on file in Public Works Contracting Group as Document No. **B-11054/B-11055**, as well as all matters referenced therein.
2. Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner 40th Street at National Avenue and 40th Street at Alpha Street Pop-Outs; Bid No. L-13-5614-DBB-1, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)
AGREEMENT

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

THE CITY OF SAN DIEGO

By 

Print Name: Albert P. Rechany
Program Manager

Date: JAN. 7, 2013

APPROVED AS TO FORM AND LEGALITY

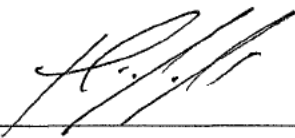
Jan I. Goldsmith, City Attorney

By 

Print Name: Katherine A. Malcolm
Deputy City Attorney

Date: 1/8/13

CONTRACTOR

By 

Print Name: HANI ASSI

Title: SECRETARY OF CORPORATION

Date: OCT. 29, 2012

City of San Diego License No.: 2003004679

State Contractor's License No.: 792159

CONTRACT FORMS (continued)
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 a municipal corporation in the sum of
ONE HUNDRED FIFTY SEVEN THOUSAND NINE HUNDRED NINETY EIGHT DOLLARS
AND 00/100 (\$157,998.00) for the faithful performance of the annexed contract, and in the sum of
ONE HUNDRED FIFTY SEVEN THOUSAND NINE HUNDRED NINETY EIGHT DOLLARS
AND 00/100 (\$157,998.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract 40th Street at National Avenue
and 40th Street at Alpha Street Pop-Outs; Bid No. L-13-5614-DBB-1, 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

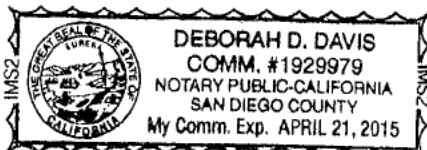
State of California)

County of SAN DIEGO)

On 10/25/2012 before me, DEBORAH D. DAVIS, NOTARY PUBLIC

personally appeared MARK D. TATAROLA

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



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

WITNESS my hand and official seal.

[Signature]
Signature of Notary

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

- TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

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

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

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

Dated OCTOBER 25, 2012

Approved as to Form and Legality

TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.

Principal

By 

HANI ASSI, SECRETARY

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

1/8/13

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Surety

By 

Attorney-in-fact

MARK D. IATAROLA, ATTORNEY-IN-FACT

6 HUTTON CENTRE DRIVE, SUITE 850

Local Address of Surety

SANTA ANA, CA 92707

Local Address (City, State) of Surety

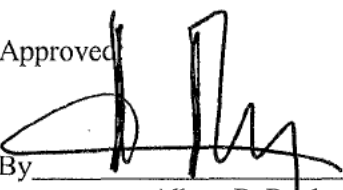
714/550-7799

Local Telephone No. of Surety

Premium \$ 1,820.00

Bond No. 2153945

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

Approved 

By

Albert P. Rechany
Program Manager

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,

MARK D. IATAROLA and DEBORAH D. DAVIS

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 by law, 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

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 9th 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 named 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

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 any 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."



By

Steven P. Anderson
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By

David M. Layman
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company



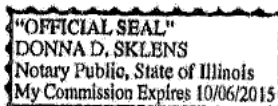
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of June, 2012.

**North American Specialty Insurance Company
Washington International Insurance Company**

State of Illinois
County of Cook

ss:

On this 26th day of June, 2012, 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.



Donna D. Sklens

Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary 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 North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of OCTOBER, 2012.

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: 40th Street at National Ave and 40th Street at Alpha Street Pop-Outs

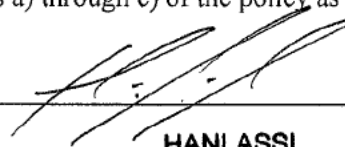
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in INSTRUCTION TO BIDDERS, "Drug-Free Workplace", of the project specifications, and that;

**TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.**

(Name under which business is conducted)

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

Signed _____



HANI ASSI

Printed Name _____

Title _____

SECRETARY OF CORPORATION

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: 40th Street at National Ave and 40th Street at Alpha Street Pop-Outs

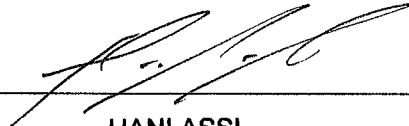
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the INSTRUCTION TO BIDDERS, "American With Disabilities Act", of the project specifications, and that;

**TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.**

(Name under which business is conducted)

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

Signed



HANI ASSI

Printed Name

Title

SECRETARY OF CORPORATION

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: 40th Street at National Ave and 40th Street at Alpha Street Pop-Outs

**TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC**

I declare under penalty of perjury that I am authorized to make this certification on behalf of _____, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

Dated this 29th Day of Oct, 2012.

Signed _____


HANI ASSI

Printed Name _____

SECRETARY OF CORPORATION

Title _____

AFFIDAVIT OF DISPOSAL

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

40th Street at National Ave and 40th Street at Alpha Street Pop-Outs

(Name of Project)

as particularly described in said contract and identified as Bid No. L-13-5614-DBB-1; SAP No. (WBS/CC/IO) B-11054 / B-11055; and **WHEREAS**, the specifications of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

by _____ Contractor

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State.

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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

STYLE OF SPECIFICATIONS

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

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

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

Agency – ADD the following:

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

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

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

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

The Agreement, Addendum, Invitation to Bid, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City’s EOCP

Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bid or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk's Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

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

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

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

Notice of Completion (NOC) – ADD the following:

See California Civil Code section 9204.

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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

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

2-3.1.2 Subcontractor List. ADD the following:

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

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

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

2-3.3 Status of Subcontractors. ADD the following:

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

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

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

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

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

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

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

2-5.4.1 General. ADD the following:

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

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

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

2-9.1 Permanent Survey Markers. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall notify the Engineer or the owner on a Private Contract, at least 7 days before starting the Work to allow for the preservation of survey monuments, and benchmarks. The Engineer or the owner on a Private Contract through its Registered Land Surveyor or a Registered Civil Engineer, will, at its cost, file a Corner Record or a Record of Survey referencing survey monuments subject to disturbance in the Office of the County Surveyor in accordance with Business and Professions Code 8771.

The Contractor shall not disturb or permanently cover survey monuments or benchmarks without the consent of the Engineer or the owner on a Private Contract. The Contractor shall bear the expense of uncovering and replacing any that may be disturbed or covered without permission. When a change is made in the finished elevation of the pavement of any roadway in which a street survey monument is located, the Contractor shall adjust the monument riser ring to the new grade within 7 days of finished paving unless otherwise specified in the Special Provisions. If a referenced monument is unable to be reset in its original location due to improvements, the Contractor shall establish the reset monument in a location approved by the Engineer.

Replacing and establishing survey references e.g., survey monuments and benchmarks shall be done only under the direction of the Engineer by a Registered Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California

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

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

2-11 INSPECTION. ADD the following:

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

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

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

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

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

SECTION 3 – CHANGES IN WORK

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

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS PAYROLL REPORTING FORM" which is available at

<http://www.sandiego.gov/eoc/pdf/payrollreport.pdf> to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

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

SECTION 4 - CONTROL OF MATERIALS

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

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

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

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

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

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

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

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

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

ADD the following:

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

- a) The Contractor shall submit its list of proposed substitutions for "an equal" ("or equal") item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on a City form when provided by the City.
- b) The request for substitution shall include the following information:

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.2 Commencement of Work.

To the GREENBOOK and the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

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

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

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

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

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

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

ADD: 6-1.8 Pre-construction Meeting. Within 20 Working Days from the NTP the Engineer will conduct a pre-construction conference (Pre-construction Meeting). The Contractor shall attend the Pre-construction Meeting. The purpose of this conference is to coordinate certain activities and to establish a working relationship between the Contractor, utility firms, and various City agencies. The agenda will include items such as critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

Upon the Contractor's request, the City may delay the Pre-construction Meeting up to:

- d) 5 Working Days, or
- e) 40 Working Days for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL", or
- f) 60 Working Days for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."

The number of Working Days to delay the Pre-construction Meeting shall be requested from the Engineer with justification within 24 Hours upon the receipt of NTP.

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

If the City delays the Pre-construction Meeting, the Contract Time commencement will be delayed accordingly without an increase in the Contract Price.

6-7 TIME OF COMPLETION. ADD the following:

All work shall be diligently prosecuted to completion before the expiration of **60 Working Days** from the date of issuance of a Notice to Proceed.

ADD: 6-8.1 Completion. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.1 Completion. The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

6-8.2 Acceptance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.2 Acceptance. Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

6-8.3 Warranty. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.3 Warranty. Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 5 years:
 - 1. Work under Section 500
 - 2. DWT Construction
 - 3. LED signal modules
 - 4. Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty.

- d) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- f) All warranties express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- g) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- h) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- i) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- j) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

ADD: 7-3.1 Policies and Procedures.

- a) You must procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or subcontractors.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do

not begin any work under this contract until you have provided and the City has approved all required insurance.

- e) Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

ADD: 7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

ADD: 7-3.3 Rating Requirements.

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

7-3.3.1 Non-Admitted Carriers.

The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Eligible Surplus Lines Insurers (LESLI list).

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

ADD: 7-3.4 Evidence of Insurance.

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

ADD: 7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

7-3.5.1.2 Primary and Non-Contributory Coverage.

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

7-3.5.1.3 Project General Aggregate Limit.

The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured.

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

ADD: 7-3.6 Deductibles and Self-Insured Retentions.

You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

ADD: 7-3.7 Reservation of Rights.

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

ADD: 7-3.8 Notice of Changes to Insurance.

You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

ADD: 7-3.9 Excess Insurance.

Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

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

- a) For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by you) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require your Subcontractor keep in full force and effect, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate.

- b) You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
- c) If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

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

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

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

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

- c) By signing and returning this contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you will comply with such provisions before commencing the Work as required by § 1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation.

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

7-8.6 Water Pollution Control. ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

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

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

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

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

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

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

7-10.2.2 ENGINEERED Traffic Control Plans Provided by the Contractor. To the City Supplement, ADD the following:

Engineered “D” size TCP shall be required for the following areas:

- a) The intersection of National Ave. and 40th St.
- b) Contractor shall provide access to pedestrians at the Chavez Elementary School during construction. No work shall be take place 15 minutes before school starts and before and after school ends.

School Hours:

Monday, Tuesday, Thursday and Friday, Classes begins 7:40am and ends 2:10pm
Wednesday Classes begins 7:40am and ends 12:15pm

Contactor shall coordinate constructions schedule with Celia Ramirez –Principal of Cesar Chavez Elementary School (619) 527-4098, Phil Baertschi –Services Supervisor (858) 637-6258. and Gene Robinson Director, Transportation and Distrubution Services (858) 496-8710 five (5) working days prior to any road closures or traffic control affecting school bus services or school safety patrol.

7-10.2.6 Traffic Control Signs and Notices for Resurfacing and Slurry Sealing. To the first paragraph of the City Supplement ADD the following:

For each street segment in addition to resurfacing and slurry sealing, the Contractor shall be posted "NO PARKING" for any required preparatory work such as, but not limited to, damaged asphalt pavement replacement (mill & pave), crack seal, and tree trimming.

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

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

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

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.
- c) For the minimum thickness of plates refer to Table 7-10.6(A):

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

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

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

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.

- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
 - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
 - ii. Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

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

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

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

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

ADD: 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from the Contractor's action or failure to take the necessary measures to prevent such damages and injuries.

The Contractor shall be responsible for payment of any fines resulting from citations issued to the City by either the federal, state, or local environmental and safety enforcement agencies due to the Contractor's failure to abide by applicable safety, health, and environmental standards.

ADD: 7-16.2.2 Weekly Updates Recipients. The following recipients shall receive 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).

Brad Johnson, Senior Engineer, BJohnson@sandiego.gov

Maria Cunningham, Project Engineer, MCunningham@san Diego.gov
Resident Engineer, TBA

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 – MEASUREMENT AND PAYMENT

9-3.1 GENERAL: ADD the following:

MEASUREMENT AND PAYMENT:

The Lump Sum bid for U.S. Mail Box and Concrete Pad shall include full compensation for furnishing all labor, materials, tools equipment, removal and disposal of the existing mail box and incidentals and for doing all work involved in installing mail box and concrete pad, complete in place, as shown on the contract plans, and all coordination with U.S. Postal Service, as required in the specifications and these special provisions and as directed by Resident Engineer.

PART 2 - CONSTRUCTION MATERIALS

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

212-2 IRRIGATION SYSTEM MATERIALS.

212-2.4 Sprinkler Equipment ADD the following:

All irrigation materials used to repair existing irrigation systems shall conform to the existing materials which they replace.

SECTION 216 – DETECTABLE WARNING TILES

216-1.2 Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Materials for DWT specified herein shall be per the City's Approved Materials List (AML). The tiles shall extend to the full width of the ramp (3' x 4' minimum) and shall have the manufacturer's logo stamped permanently on the product with identifying information such as model number and type.

- a) The Stainless Steel Cast in Place DWT shall be of 16 gauge Type 304L with an integral micro-texture non-slip surface stamped into the stainless steel plate on the top of the domes and in the field surface between the domes. It shall have an ultra violet stabilized coating.
- b) Vitrified Polymer Composite (VPC) Cast in Place DWT shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. VPC Product shall be provided with a 5-year manufacturer written warranty form materials and installation.

- c) For others materials and a complete listing of material physical property requirements refer to the City's AML.

PART 3 – CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General ADD the following:

Prior to submittal of a Bid for the Work, the Contractor shall inspect the project site to verify the magnitude and cost of all Clearing and Grubbing required to complete the Work.

300-1.3.2 Requirements. ADD the following:

(a) **Bituminous Pavement.** ADD the following;

These bituminous pavement removals shall include removal of the asphalt surface material and underlying base or compacted native soil as shown on the plans to allow construction of the proposal improvements.

- (f) **Saw Cutting.** When concrete pavement is sawcut, the pavement shall be cut to a true line so that a straight edge is left at the completion of the work. Cutting shall be either a diamond sawcut or by a method that produces a similar result. The blade shall be of such size and configuration that the desired dimensions of the sawcut can be made with one pass. Either dry or wet cutting will be allowed. Saw Cutting to include planter boxes.

Sawcut surfaces shall be thoroughly cleaned to remove any dirt, dust or deleterious matter adhering to the saw cut faces. Saw cut surfaces shall be dried prior to placing new material in contact with the sawcut face. All sawing slurry from the wet sawing process shall be blown or brushed off the pavement surface. Dry dust and material from the dry sawing process shall be blown or brushed off the pavement surface.

Residue resulting from saw cutting operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface by vacuuming or other approved method before any residue flows off of the pavement surface. Residue from saw cutting operations shall be disposed of outside of the right of way in conformance with the specifications and local regulations.

- (g) **Excavation.** Clearing and grubbing of concrete and asphalt pavements, bus pad, sidewalk, curb ramps, curb and gutter, cross gutter, driveway, wall, bushes, trees shall include removal and disposal of such additional materials below the surface as necessary to allow construction of the new improvements per plan.

300-1.4 Payment. ADD the following:

The lump sum price for Clearing and Grubbing shall include saw cutting and the removal and disposal of all materials in conflict with the proposal construction that are not specifically covered by individual bid items on the bid list and no additional payment will be made therefore.

SECTION 302 – ROADWAY SURFACING

302-6 PORTLAND CEMENT CONCRETE PAVEMENT.

302-6.8 Measurement and Payment: ADD the following:

The Sq. Ft. unit price for PCC Bus Pad shall include, but not be limited to, minor grading subgrade preparation, saw-cutting existing edges, form work, placement and curing of concrete, all labor, material, equipment and incidentals as required to construct the concrete paving in accordance with the Plans and Specifications.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.1 GENERAL: ADD the following:

Existing chain link fences and gates that are in conflict with the new improvements shall be removed and relocated. If conditions exist where relocation of the existing fence is not feasible, the Contractor shall notify the Engineer who will make the final determination of the relocation of chain link fence to be installed. The Contractor shall submit a work sketch of the chain link fence to the Engineer for approval prior to performing work. The sketch shall include details of the fence post spacing, if applicable.

The Contractor shall reinstall the chain link as directed by the Engineer.

304-3.4 MEASUREMENT AND PAYMENT: ADD the following:

The Lump Sum bid for Removal and Reinstall Chain Link Fence and Gate includes the removal of existing posts and footings and salvaging of chain link fence fabric and gate, excavating, furnishing, placing concrete footings, new fence posts, top rail, hardware and reinstallation of the chain link fence fabric, gate and new chain link fabric if necessary.

SECTION 308 -LANDSCAPE AND IRRIGATION INSTALLATION

ADD: 308-4.2.1 Existing Tree, Shrub and Ground Cover Protection. The work is to be performed in areas of existing planting and irrigation. The Contractor shall take precautions to minimize the disturbance to adjacent planted areas and is required to replace in kind any irrigation or planting disturbed by the work.

Identify and protect from damage all individual plants and areas of planting to remain by appropriate means. The Contractor shall provide equivalent size replacement plants in the event that the death or decline of existing plants to remain is attributable to the Contractors negligence or lack of protection as determined by the Resident Engineer.

ADD: 308-4.2.2 Excavation Adjacent to Existing Tree, Shrubs, and Ground Cover to Remain.

Where it is necessary to excavate in close proximity to existing trees and shrubs, all possible caution shall be exercised to avoid injury to roots and trunks. In the event it is necessary to cut the roots of an existing tree, the tree shall be pruned prior to excavation to reduce the foliage volume by the same percentage as the approximate percentage of roots removed. Pruning of trees on private property shall not be done without written permission of the property owner.

Excavation within the drip line of the tree shall be done by hand, tunneling under roots 1" in diameter and larger, and shall be done only on the approval of the Resident Engineer. The exposed roots of trees shall be covered and shaded by moist burlap or canvas until the trench is backfilled.

ADD: 308-4.2.3 Remove Existing Trees. Trees noted to be removed and not transplanted shall be removed completely including the root crown and roots over 2" in diameter where practicable. Stump shall be removed by grinding or other mechanical method to a depth of 3' below proposed finish grade. The contractor shall verify the specific trees to be removed with the Resident Engineer prior to removal. Caution shall be exercised to avoid damage to adjacent property and barricades shall be erected to protect pedestrians. Trees outside the limit of work shall not be removed or otherwise damaged.

308-4.5 Tree and Shrub Planting. DELETE in its entirety and ADD the following:

Planting holes shall be twice the width of the plant container or ball, and shall be larger if necessary to permit handling and planting without injury or breakage of the root ball or root system. Any plant with a broken or cracked root ball before or during planting shall not be planted.

Containers shall be removed in such a manner that the plant root is not injured. Balled plant wrapping shall be loosened or cut back after plant is positioned in the planting hole.

The native soil at the bottom of planting holes shall be scarified to a depth of 150 mm (6 inches). The sides of the planting holes shall be scarified or roughened.

All planting holes shall be backfilled with a prepared soil mix. Soil mix shall consist of the following components for each ten cubic yards of soil mix:

(The following soil mix types and quantities are for bidding purposes only. Actual soil mix types and quantities shall be based on the soils analysis test results after rough grading is complete.)

25% Type 1 organic soil amendment

75% On site soil

30 Lbs. Agricultural gypsum

5 Lbs. Iron sulfate

15 Lbs. 10-10-10 fertilizer

Install the plants as follows:

1. Where required, place root control barriers at locations noted on drawings prior to adding soil mix.
2. Soil mix shall be added and water compacted in the bottom of the planting hole so that the crown of the tree is 2 inches above finish grade, unless indicated otherwise on details.
3. The plant shall be approximately at the center of the hole and plumb.
4. Prepared soil mix shall be added in the hole to cover one-half the height of the root ball. Water shall then be added to thoroughly saturate the root ball and adjacent soil.
5. After the water has drained, the specified number of fertilizer tablets shall be placed in the planting hole adjacent to the root ball. The Resident Engineer shall approve fertilizer tablet placement prior to filling remainder of hole with soil mix.

6. The backfill shall be thoroughly water settled and additional prepared soil mix added to fill any remaining void below finish grade.
7. The plant shall be guyed and/or staked as specified in Section 308-3.4.6.
8. The area around plants shall be regraded to finish grade. The excess soil shall be disposed of by the Contractor or as directed by the Resident Engineer.
9. Fertilizer planting tablets (21 gram) shall be placed with each plant at the following rates:
 - One (1) tablet per 1 gallon container
 - Two (2) tablets per 5 gallon container
 - Four (4) tablets per 15 gallon container
 - Twelve (12) per 24" box
 - Eighteen per 36" box tree
 - One (1) tablet per each two (2) inches of box size container
10. All plants which settle deeper than specified shall be raised to correct level or replaced as directed by the Resident Engineer / Landscape Architect.
11. Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to compensate for loss of roots during transplanting, but never to exceed one-tenth the branching structure. Pruning may be done only with the approval of and in the presence of the Resident Engineer / Landscape Architect.

308-5 IRRIGATION SYSTEM INSTALLATION.

308-5.1 General. DELETE in its entirety and ADD the following:

The Contractor shall repair any existing irrigation systems damaged or removed during the progress of construction. The Contractor shall furnish all necessary materials, labor, and equipment required to complete the work of installing the irrigation system in accordance with the Specifications. Repairs shall be made to provide a complete and operating irrigation system in the area damaged by construction. All repairs shall match the existing equipment.

Materials shall be delivered and stored in accord with section 4 of the standard specifications.

Contractor shall provide a temporary water supply from an approved source to irrigate existing plants until the permanent water source is operable. Contractor shall submit shop drawings and description of the temporary water supply to the City for approval. The temporary water supply shall be of adequate pressure and gallonage to operate the existing irrigation system and other required irrigation equipment at its designed capacity.

All irrigation equipment shall be installed, flushed, pressure tested, and the coverage test approved for each repaired area.

308-5.6 Flushing and Testing. Flush all pipe clean prior to installing sprinkler heads. Do not allow water from irrigation flushing to enter plant pits where water would result in over-saturation of soil creating an unhealthful condition for plant materials.

Coverage test and adjustment: when system is complete, and prior to planting, the Contractor shall perform a coverage test in the presence of the Resident Engineer. Contractor shall be responsible for amending inadequate coverage to the satisfaction of the engineer.

308-8 Payment. ADD the following:

The Unit Price for Tree Stump Removal and Disposal shall include all items of work associated with Tree Removal and disposal complete in place shall be paid at the corresponding contract unit price.

All work related to tree trimming and disposal shall be included in the various bid items.

The Lump Sum price for Removal and Repairing of Existing Irrigation System shall include full compensation to provide temporary watering and complete the irrigation work.

SECTION 310 – PAINTING

310-5.6.10 Measurement and Payment. DELETE the first paragraph and SUBSTITUTE the following:

The lump sum price bid for Furnish and Install Striping, Thermoplastic Cross Walks, Arrows, Markings, Striping and Signage shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for all work involved in painting traffic stripes, pavement markings, reflectors, raised reflective pavement markings including curb markings, curb painting, thermoplastic arrows, thermoplastic cross walks, arrows and the removal of all existing stripes and markings in conflict with the proposed striping plan, if needed, or otherwise called out for removal and temporary striping, complete in place in accordance with the plans, the standard Specifications and these special provisions, and as directed by the Resident Engineer. The Contractor will be responsible for all markings and delineation until such time as street(s) are accepted by the City of San Diego.

ADD: 310-5.7 Roadside Signs.

The Contractor shall furnish and install roadside signs at the locations shown on the plans or as directed by the City Engineer, in conformance to the provisions in Section 56-2 "Roadside Signs," of the State Standard Specifications and these Special Provisions.

ADD: 310-5.7.1 Measurement of Payment.

The Lump Sum bid for New Sign on Existing Post shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in attaching the new sign to an existing post, including installing the sign panels and sign posts, complete in place, as shown on the contract plans, as required in the specifications and these special provisions, and as directed by the Engineer.

The Lump Sum bid for New Signs and Posts shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in attaching the sign to a new post, including installing the sign panels, complete in place, as shown on the contract plans, as required in the specifications and these special provisions, and as directed by the Engineer.

SECTION 801 – WATER POLLUTION CONTROL

801-2.9 Post-Construction Requirements. To the City Supplement second paragraph, ADD the following:

The decal-disc inlet markers shall be “das Duracast Curb Marker®” or approved equal.

ADD the following:

The Contractor shall comply with the following post-construction requirements:

Inlet Marker.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

APPENDIX A

Notice of Exemption

NOTICE OF EXEMPTION

(Check one or both)

TO: ☒ RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

☐ OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT NO.: WBS# A-IE.00001 (40TH/ALPHA STREET) / A-IE.00002 (40TH/NATIONAL AVENUE)

PROJECT TITLE: 40TH STREET AT ALPHA STREET POP-OUTS AND 40TH STREET AT NATIONAL AVENUE POP-OUTS

PROJECT LOCATION-SPECIFIC: At the intersections of 40th Street with Alpha Street and National Avenue, in the Southeastern San Diego community planning area.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: At 40th Street and Alpha Street, the proposed project consists of the construction of four(4) pop-outs, curb and gutter, pedestrian ramps, AC pavements (for transition to existing pavement), striping and signage and two(2) storm drain inlet markers. At 40th Street and National Avenue, the proposed project consists of the construction of four(4) pop-outs, curb and gutter, pedestrian ramps, cross gutters, two(2) driveways, two(2) bus pads, and one(1) fire hydrant, striping and signage, AC pavements (for transition to existing pavement) and two(2) storm drain inlet marker. All proposed work would occur within the public right-of-way.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Engineering & Capital Projects Department
Maria Cunningham, Project Engineer
600 B Street, MS 908A
San Diego, CA 92101
(619) 533-4667

EXEMPT STATUS: CATEGORICAL EXEMPTION: 15303(D) (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES)

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an initial study which determined that the improvements are located within the public right of way and all improvements occur in non-sensitive areas. The entire project is within areas that have been previously disturbed. The action of the improvements related to this project and the scope, would not have any affects on archaeological or biological resources. Furthermore the project meets the criteria set forth in CEQA Section 15303(d) which allows for the construction of limited small facilities or structures including public right of way infrastructure improvements and where the exceptions listed in CEQA Section 15300.2 would not apply.

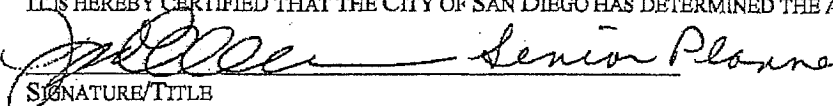
LEAD AGENCY CONTACT PERSON: Jean Cameron

TELEPHONE: (619) 446-5379

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT? () YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA


SIGNATURE/TITLE

1/3/12
DATE

CHECK ONE:

(X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

Revised 010410mjh

APPENDIX B

Fire Hydrant Meter Program

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

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

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. EXCEPTIONS

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

6. MOBILE METER

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 8 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 9 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

7. FEE AND DEPOSIT SCHEDULES

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application For Fire Hydrant Meter

(EXHIBIT A)

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

City of San Diego
2797 Caminito Cholas • San Diego, California 92105-5097 • FAX 619 527 3125
Department METER SHOP 619 527 7449

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

Fire Hydrant Location: (Attach detailed map, Thomas Bros. map location or construction drawing.)

Specific Use of Water:

Any return to Sewer or Storm Drain, if so, explain:

Estimated Duration of Meter Use: <input type="text"/>	<input type="checkbox"/> Check Box if Reclaimed Water
---	---

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip Code:	Phone: ()
*Business License #:		*Contractor License #:	
*A copy of the Contractor's License and/or Business License is required at the time of meter issuance.			
Name and Title of Agent:			Phone: ()
Site Contact Name and Title:			Phone: ()
Pager #:			Cell: ()
Responsible Party Name:			Title:
Social Security or Cal ID #:			Phone: ()
Signature:		Date:	
Guarantees payment of all charges resulting from the use of this meter. Insures that employees of this organization understand the proper use of Fire Hydrant Meter.			

Fire Hydrant Meter Removal Request

<input type="checkbox"/> Check Box to Request Removal of Above Meter	Requested Removal Date:	
Provide current Meter location if different from above:		
Signature:	Title:	Date:
Phone: ()	Pager: ()	

For Office Use Only

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter	
CIS Account #:	Deposit Amount: \$	Fees Amount: \$
Meter Serial #:	Meter Size:	Meter Make & Style:
Backflow #:	Backflow Size:	Meter Make & Style:
Name:	Signature:	Date:

\$1,108.45 - FOR 24 HR INSTALLATION
\$1,052.26 - FOR 48 HR INSTALLATION

FHM App Created: 11/2/00-htp

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO RETURN TO SEWER:

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

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

"Exhibit C"

Date

Name of Responsible Party
Company Name and address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter # _____, located at (Meter location address) ends in 60 days and will be removed on or after (Date authorization expires). Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

City of San Diego, Water Department
Attn: Meter Services
2797 Caminito Chollas
San Diego, Ca. 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx-xxxx.

Sincerely,

City of San Diego Water Department



Fire Hydrant Meter Relocate/Removal Request

(EXHIBIT D)

For Office Use Only

NS Req:	FHM Fac #:
Date:	By:

Date:

Instruction: Complete pertinent information then FAX both form and map to (xxx) xxx-xxxx, mail, or hand-deliver to the City of San Diego, Water Department/Meter Shop at: 2707 Caminito Chollas San Diego, CA 92105

Meter Information

Billing Account #:	Requested Move Date:
Current Fire Hydrant Meter Location:	
New Meter Location: (Attach a detailed map, Thomas Bros map location or construction drawing.)	

Company Information

Company Name:			
Mailing Address			
City:	State:	Zip Code:	Phone: ()
Name and Title of Requestor:			Phone: ()
Site Contact Name and Title			Phone: ()
Pager #:			Cell: ()
Responsible Party Name authorizing relocation fee:			
Signature:	Title:	Date:	

Fire Hydrant Meter Removal Request

<input type="checkbox"/> Check Box to Request Removal of Above Meter	Requested Removal Date:	
Provide current Meter location if different from above:		
Signature:	Title:	Date:
Phone: ()	Pager: ()	

For Office Use Only

CIS Account #:	Fees Amount: \$		
Meter Serial #:	Size:	Make/Style	
Backflow #:	Size:	Make/Style	
Name:	Signature:	Date:	

FHM Relocate_Removal Form

FHM App Created: 11/2/00-htp

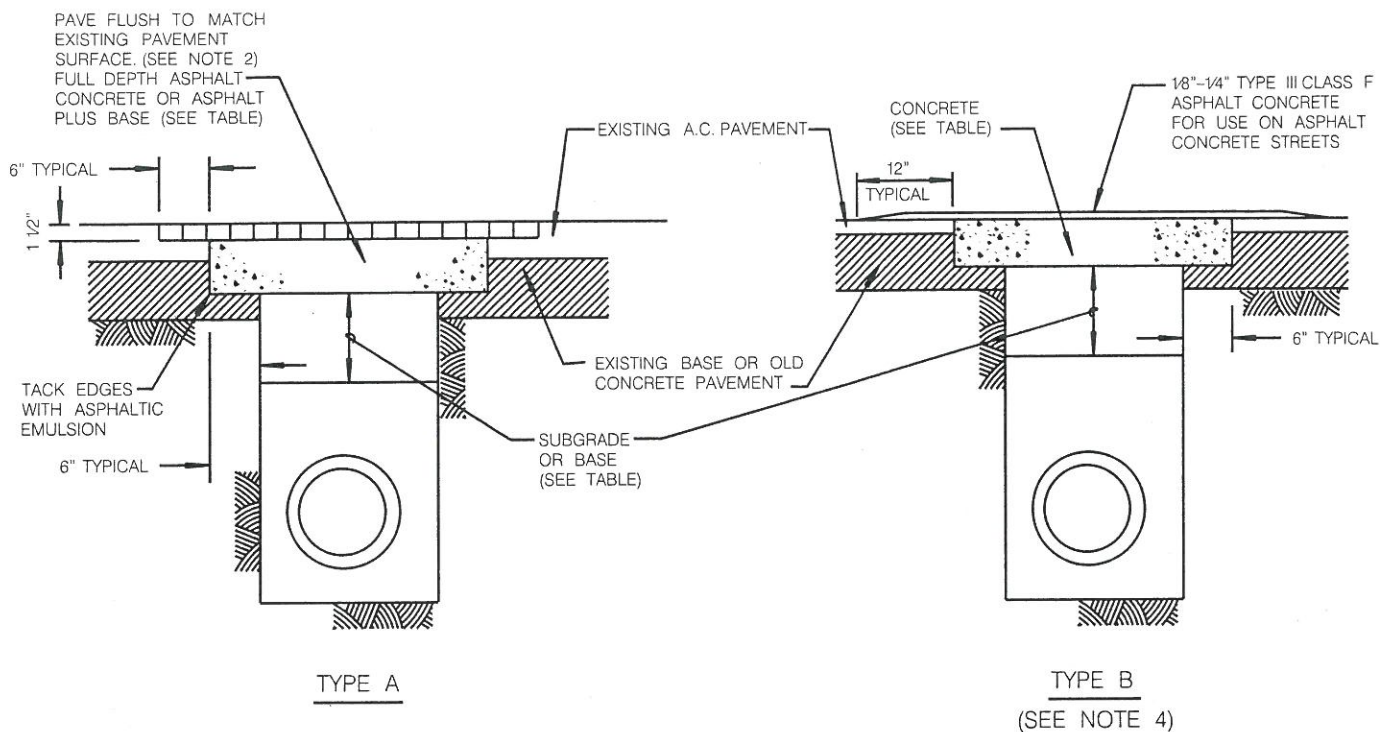
APPENDIX C

Sample City Invoice

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC)											
City Purchase Order No.						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:		RE Fax#:				Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
CHANGE ORDERS											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Encrease bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
SUMMARY								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						Retention and/or Escrow Payment Schedule					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

APPENDIX D

Standard Drawings



	TYPE A		TYPE B
	ASPHALT	ASPHALT PLUS BASE	CONCRETE
MIX DESIGN	3/4" TYPE III CLASS B3	3/4" TYPE III CLASS B3 PLUS CLASS II BASE	560-C-3250
ALLEYS	8.0"	ASPHALT THICKNESS TO EQUAL	5.5"
LOCAL THROUGH 4 LANE COLLECTORS	10.0"	EXISTING PLUS 1", MIN 4" TO MAX. 9"	7.0"
MAJOR OR GREATERS	12.0"	COMBINED ASPHALT PLUS BASE 18" MIN.	9.0"

NOTES:

1. ANY STREET TRENCH 7 FEET IN WIDTH OR GREATER AND LONGER THAN 100 FEET IN OVERALL LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION PER SCHEDULE "J" (SDG-113).
2. ASPHALT TRENCH CAPS IN STREETS NOT RECEIVING A FULL WIDTH OVERLAY PRIOR TO ACCEPTANCE SHALL BE MILLED AS SHOWN AND RESURFACED WITH 1/2" TYPE III CLASS C2 ASPHALT NO LESS THAN 30 DAYS AFTER INITIAL ASPHALT PLACEMENT.
3. 560-C-3250 CONCRETE TREATED WITH A MINIMUM 2% CALCIUM CHLORIDE SOLUTION IN ACCORDANCE WITH 201-1 OR 650-CW-4000 (WO CC) CONCRETE MAY BE OPENED TO TRAFFIC 3 DAYS AFTER IT IS PLACED. 650-CW-4000 CONCRETE TREATED IN SAME MANNER (WCC) MAY BE OPENED TO TRAFFIC 24 HOURS AFTER IT IS PLACED. CONCRETE SPECIFIED BY ALTERNATE CLASS OR OTHERWISE CONTAINING FLY ASH IS NOT ALLOWED.
4. USE TYPE "A" UNLESS SPECIFIED OR AUTHORIZED OTHERWISE BY THE CITY ENGINEER.

REVISION	BY	APPROVED	DATE
ORIGINAL		J.P. CASEY	1/24/89
UPDATED	KA	A. OSKOUI	09/10

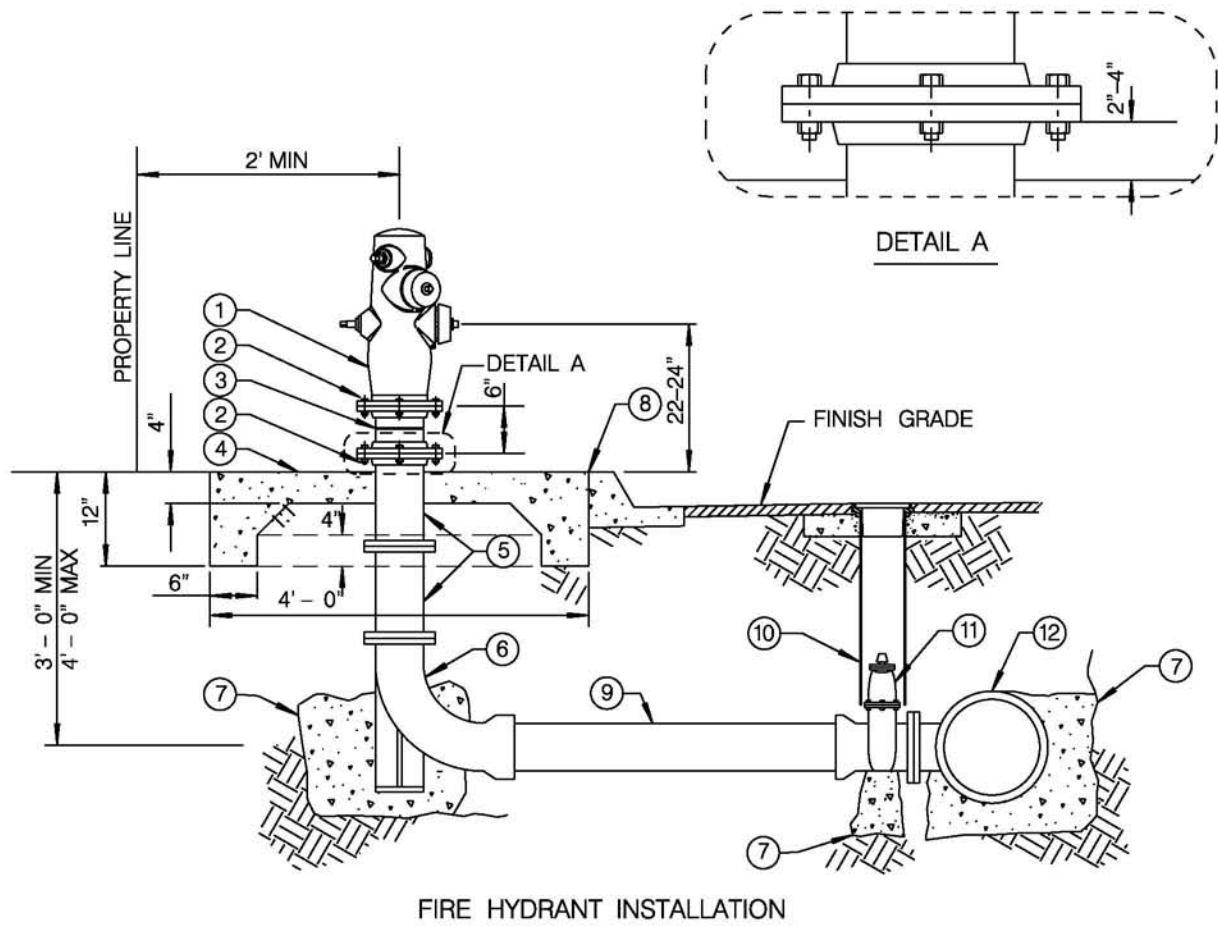
CITY OF SAN DIEGO - STANDARD DRAWING

TRENCH RESURFACING FOR ASPHALT CONCRETE SURFACED STREETS

RECOMMENDED BY THE CITY OF SAN DIEGO
STANDARDS COMMITTEE

[Signature]
COORDINATOR R.C.E. 65271 DATE

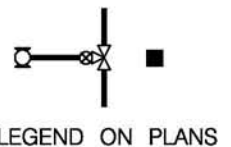
DRAWING
NUMBER **SDG-107**



ITEM NO.	DESCRIPTION	ITEM NO.	DESCRIPTION
1	6" WET BARREL FIRE HYDRANT	5	6" CAST IRON EXTENSION NON-GROOVED SPOOL - AS REQUIRED (F, F)
2	.75" X 3.5" MIN HEX HEAD BREAKAWAY (SHEAR) BOLTS AND NUTS (ASTM A307) SHALL BE 3/4" NC THREAD. HEX HEAD ON TOP OF FLANGES (ALL)	6	6" LONG RADIUS DI BASE ELBOW (F, PO / MJ)
3	6" CAST IRON BREAKAWAY SPOOL WITH 0.25"-V (SINGLE OR DOUBLE) BREAK OFF GROOVE	7	CONCRETE THRUST BLOCK
4	4' X 4' X 4" THICK CONCRETE PAD WITH 6" X 12" DEEP THICKENED EDGE AROUND PERIMETER OF CONCRETE PAD	8	COLD JOINT STRIP
		9	PIPE - 6" C-900 PVC
		10	GATE WELL WITH CAP
		11	6" GATE VALVE (MJ / PO, F)
		12	TEE - SIZE X 6" (MJ, MJ, F)

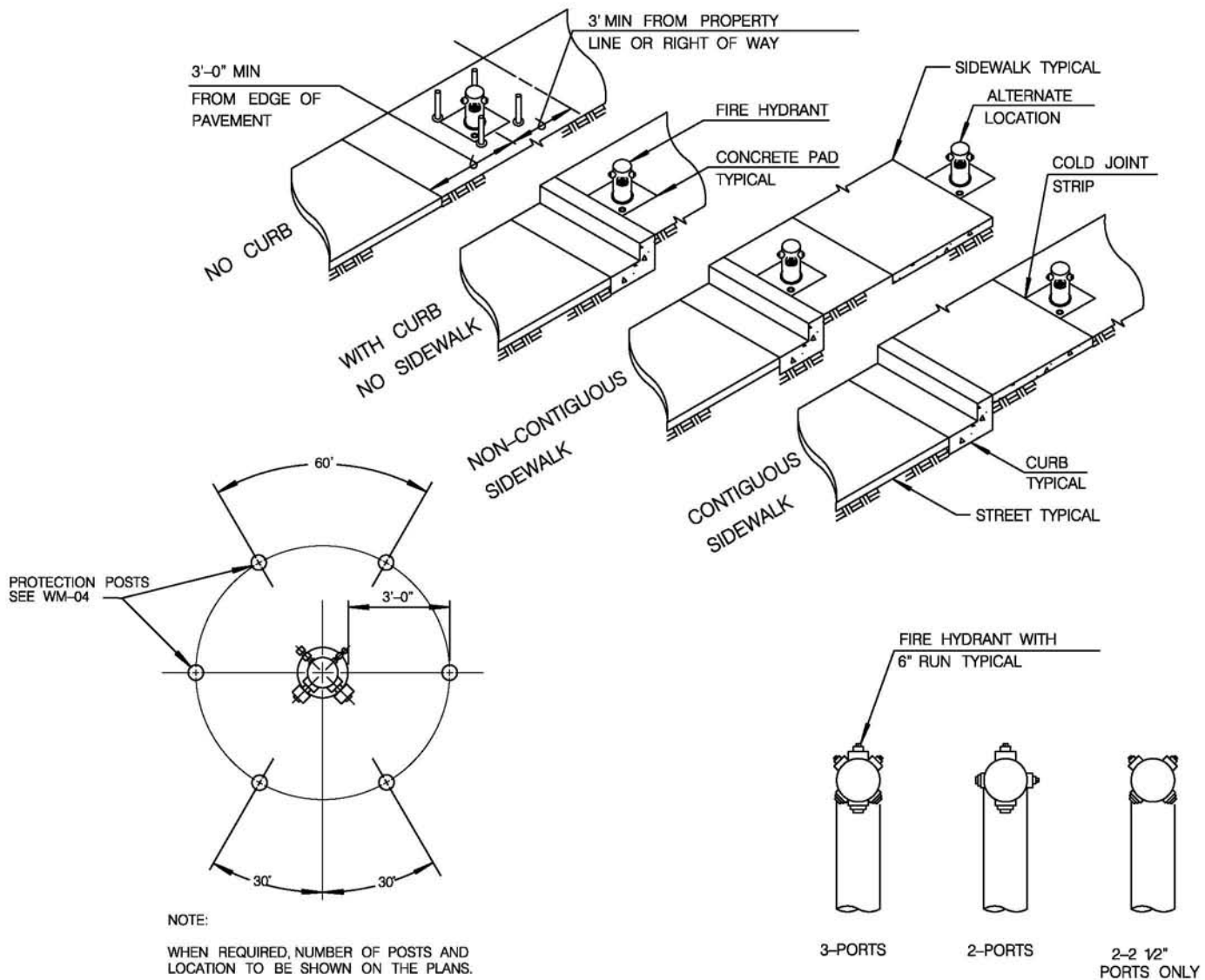
NOTES:

1. NUMBER OF OUTLETS SHALL BE AS SHOWN ON THE PLANS.
2. CONNECT TO BASE OF THE HYDRANT WITH SHEAR BOLTS INSTALLED WITH HEX HEAD ON TOP OF THE FLANGE. (31/64" DIAMETER HOLE 2" DEEP IN BOLTS, GALVANIZED AFTER BORING)



SHEET 1 OF 3

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL	KA	J. NAGELVOORT	01/12		
				FIRE HYDRANT INSTALLATION	<i>H. Hadi</i> 1/31/2012
					COORDINATOR R.C.E. 65271 DATE
					DRAWING NUMBER SDW-104



NOTE:
WHEN REQUIRED, NUMBER OF POSTS AND LOCATION TO BE SHOWN ON THE PLANS.

PROTECTION POSTS

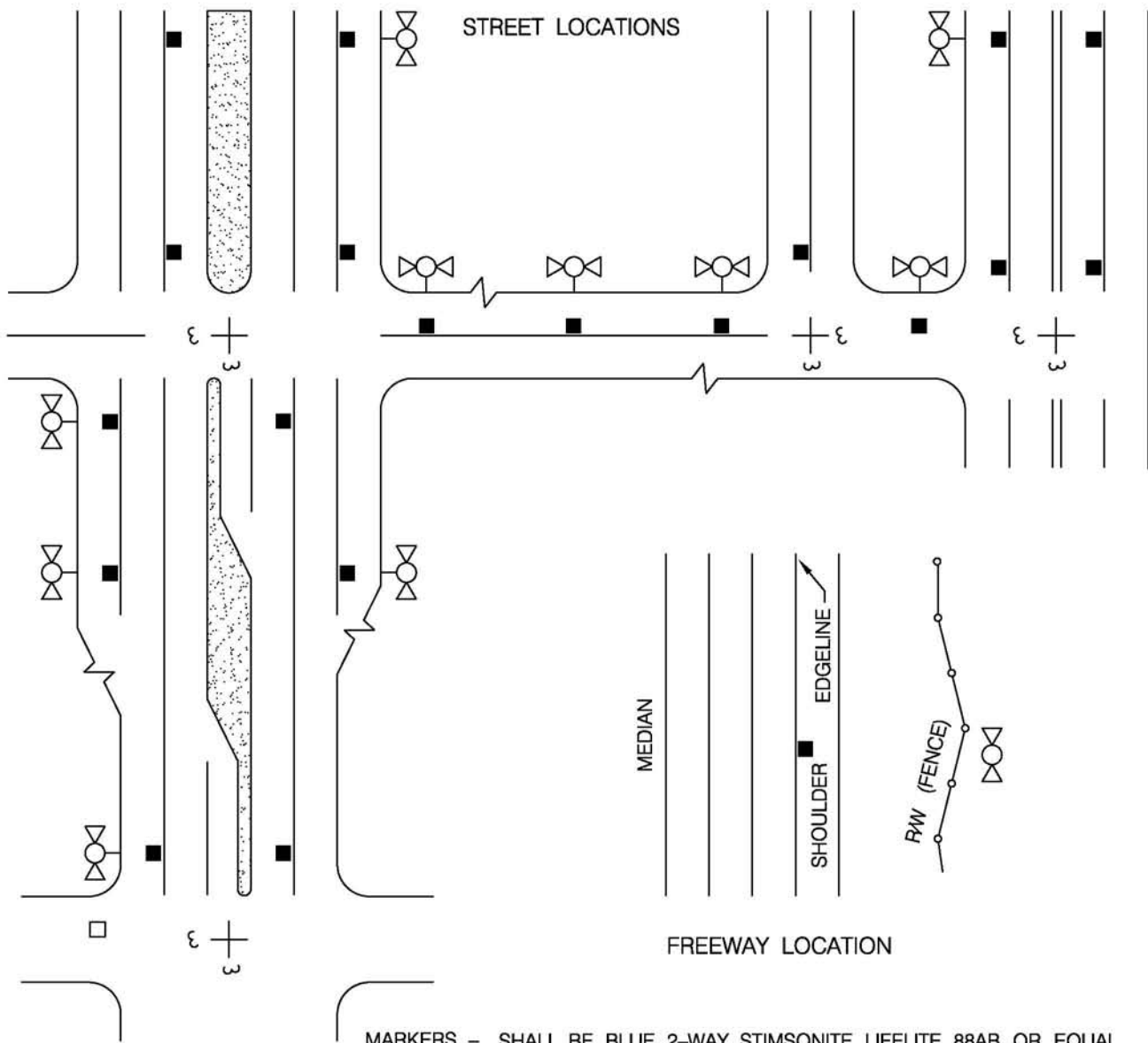
PORT ORIENTATION

FIRE HYDRANT LOCATIONS AND PORT ORIENTATION

- NOTES:
- 1) LOCATE FIRE HYDRANT AS SHOWN ABOVE OR AS DIRECTED BY THE ENGINEER.
 - 2) FIRE HYDRANTS SHALL BE INSTALLED WITH THE LARGEST PORT PERPENDICULAR TO THE STREET.
 - 3) IF THE CONCRETE SLAB IS TO BE INSTALLED ADJACENT TO A CONCRETE CURB OR SIDEWALK, A COLD JOINT STRIP SHALL BE INSTALLED.
 - 4) CONCRETE APRON SHALL BE REQUIRED WHERE THE FIRE HYDRANT IS INSTALLED IN AN UNPAVED LOCATION. THE APRON SHALL BE 4" THICK 520-C-2500 CONCRETE.
 - 5) WHEN DISTANCE FROM THE FIRE HYDRANT TO THE TOP OR TOE OF THE SLOPE OR WALLS IS LESS THAN 2', SPECIAL HYDRANT INSTALLATION DETAIL SHALL BE SHOWN ON THE PLANS.
 - 6) THE DISTANCE FROM THE FACE OF THE CURB TO THE CENTERLINE OF THE FIRE HYDRANT SHALL BE 2 1/2' MINIMUM.

SHEET 2 OF 3

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL	KA	J. NAGELVOORT	01/12		
				FIRE HYDRANT INSTALLATION	<i>H. Hadi</i> 1/31/2012
					COORDINATOR R.C.E. 65271 DATE
					DRAWING NUMBER SDW-104

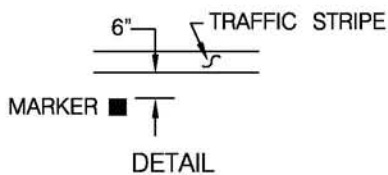


MARKERS - SHALL BE BLUE 2-WAY STIMSONITE LIFELITE 88AB OR EQUAL.

ADHESIVE - AN AMPLE AMOUNT OF 2 (A&B) EPOXY OR EQUAL.

SURFACES - CLEAN AND DRY TO INSTALLATION PER MANUFACTURER'S RECOMMENDATIONS.

INSTALL MARKERS WITH REFLECTIVE SURFACES FACING ONCOMING VEHICLES AND OFFSET 2" FROM LANE LINES TOWARD FIRE HYDRANT.



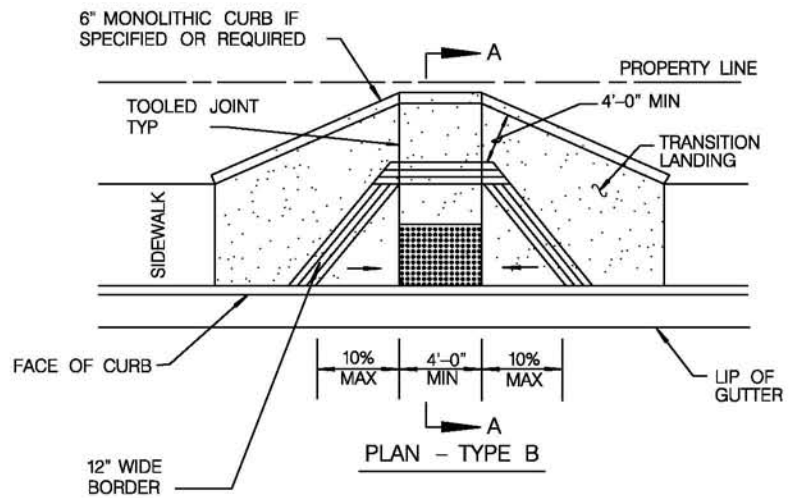
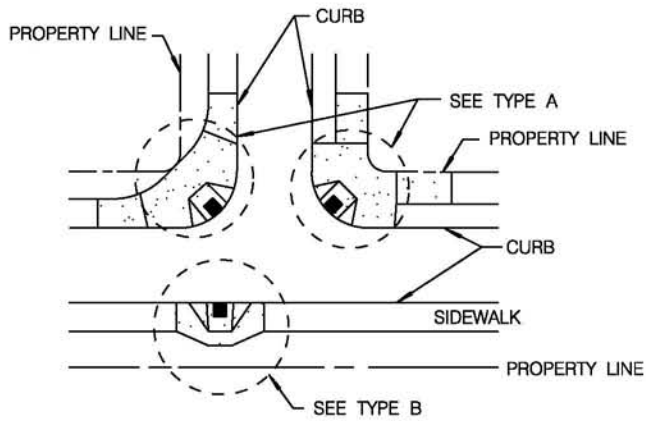
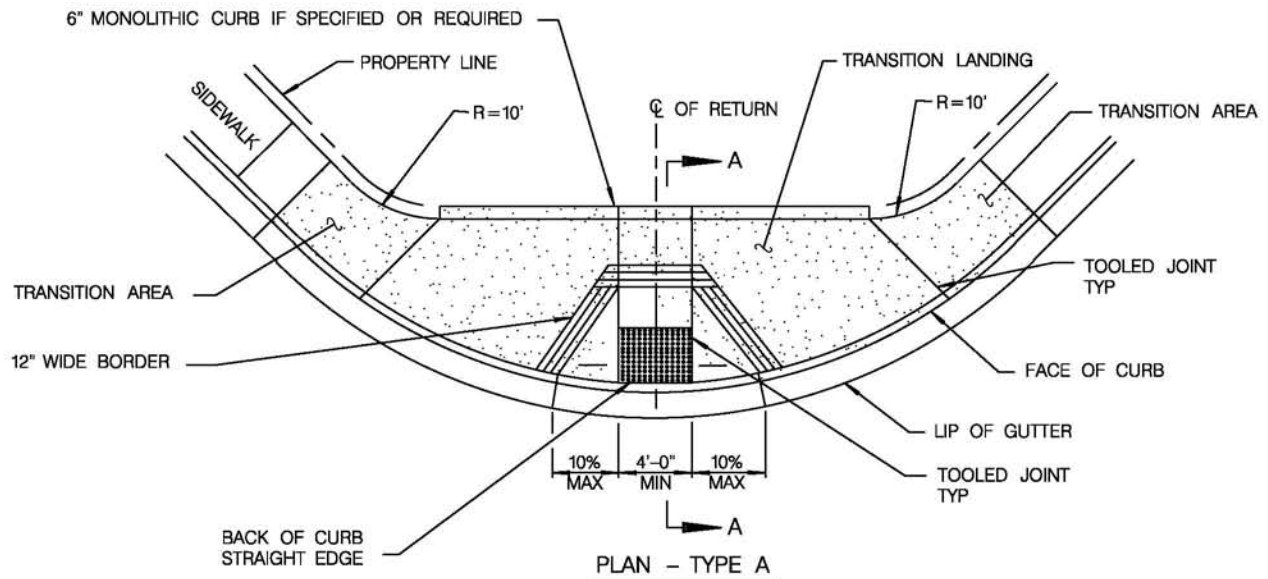
FIRE HYDRANT MARKERS

NOTES

1. FIRE DEPARTMENT WILL PROVIDE LOCATION(S) FOR ALL MARKERS IN PRD'S COMMERCIAL LOTS AND OTHER AREAS OUTSIDE OF PUBLIC RIGHT OF WAY.
2. MARKERS SHALL BE INSTALLED AT THE NEW AND RELOCATED HYDRANTS AND WITHIN ALL RESURFACING PROJECTS.
3. FOR STREETS WITHOUT LANE LINES OR STREETS WITH RAISED PAVEMENT MARKERS AND NO PAINTED LANE LINES, INSTALL MARKERS 6" FROM CENTERLINE OR EXISTING MARKERS.

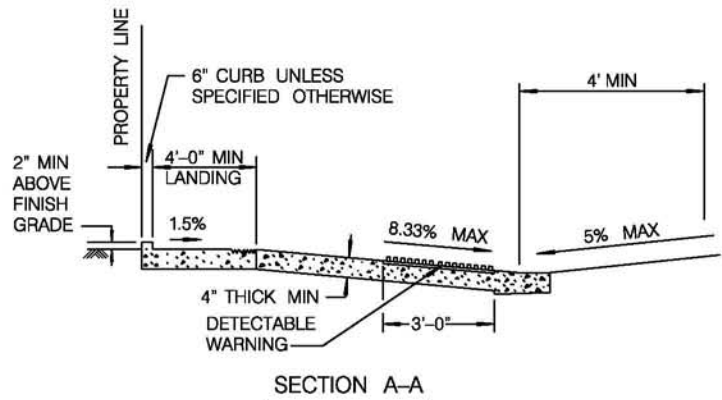
SHEET 3 OF 3

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL	KA	J. NAGELVOORT	01/12		
				FIRE HYDRANT INSTALLATION	<i>H. Hadi</i> 1/31/2012
					COORDINATOR R.C.E. 65271 DATE
					DRAWING
					NUMBER SDW-104



NOTE:

1. SEE SDG-130 FOR ADDITIONAL CURB RAMP DETAILS AND INFORMATION.



REVISION	BY	APPROVED	DATE
ORIGINAL	FC	A. OSKOU	12/03
UPDATE	FC	A. OSKOU	12/06
UPDATE	FC	A. OSKOU	12/08
UPDATE	KA	J. NAGELVOORT	01/12

CITY OF SAN DIEGO - STANDARD DRAWING

CURB RAMP - TYPES A AND B

RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE

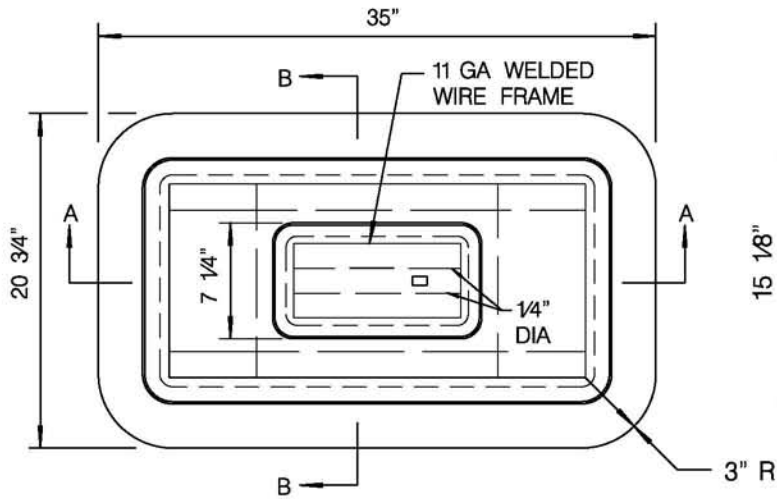
H. Hadi

1/31/2012

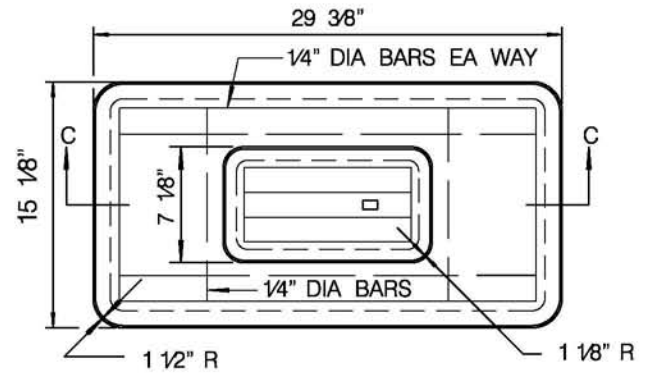
COORDINATOR R.C.E. 65271 DATE

DRAWING
NUMBER

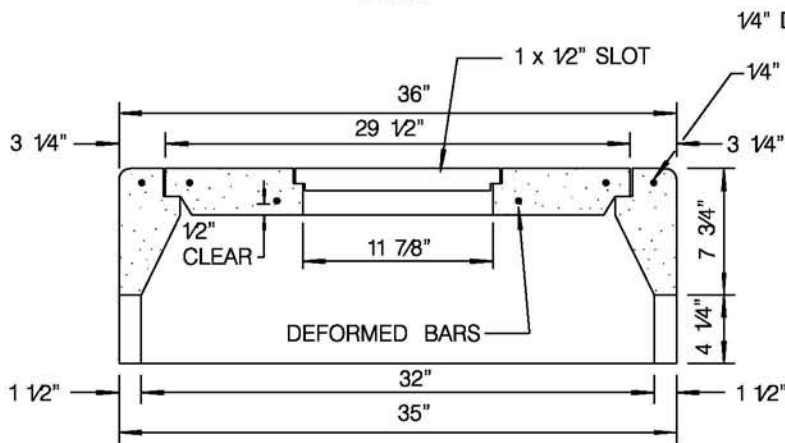
SDG-132



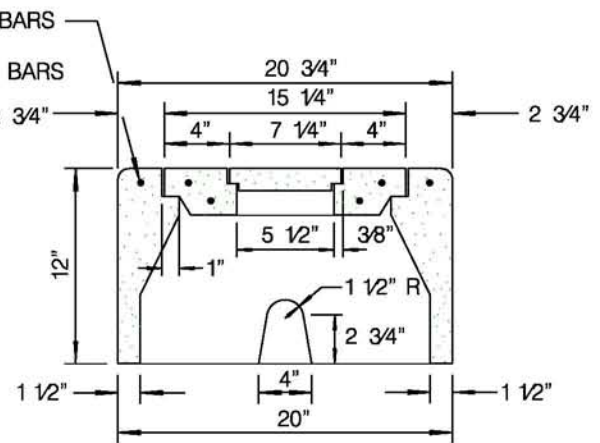
PLAN



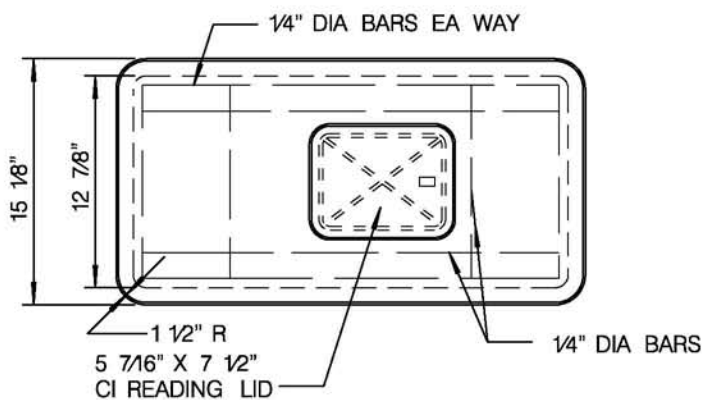
COVER W/CONC READING LID



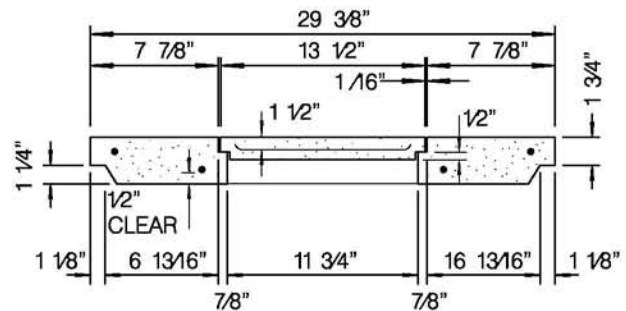
SECTION A-A



SECTION B-B



COVER W /CI READING LID



SECTION C-C

NOTE:

UNLESS OTHERWISE INDICATED ON THE PLANS OR SPECIFIED IN SPECIAL PROVISIONS, COVERS WITH CONCRETE READING LID SHALL BE USED.

REVISION	BY	APPROVED	DATE
ORIGINAL	XX	H. HOM	5-6-80
		J. CASEY	6-3-83
UPDATED	KA	J. NAGELVOORT	01/12

CITY OF SAN DIEGO - STANDARD DRAWING

**CONCRETE WATER METER BOX
FOR 1 1/2" OR 2" WATER METER**

RECOMMENDED BY THE CITY OF SAN DIEGO
STANDARDS COMMITTEE

H. Hadli 1/31/2012
COORDINATOR R.C.E. 65271 DATE

DRAWING
NUMBER **SDW-113**

City of San Diego

ADDENDUM "A"



FOR

40TH STREET AT NATIONAL AVENUE AND 40TH STREET AT ALPHA STREET POP-OUTS

BID NO.:	<u>L-13-5614-DBB-1</u>
SAP NO. (WBS/IO/CC):	<u>B-11054 / B-11055</u>
CLIENT DEPARTMENT:	<u>1104</u>
COUNCIL DISTRICT:	<u>4</u>
PROJECT TYPE:	<u>ID</u>

For which proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, until **1:30PM** on **OCTOBER 10th, 2012**.

A. CHANGES TO CONTRACT DOCUMENTS

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

B. PLANS

To DRAWINGS Sheets numbered 36578-1-D through 36578-6-D, **DELETE** in its entirety and **REPLACE** with pages 2 of 7 through 7 of 7 of this Addendum.

Tony Heinrichs
Director
Public Works Department

Dated: *September 17, 2012*,
San Diego, California

TH/nb/ca/lij

CONTRACTOR’S NOTES AND RESPONSIBILITIES

1. IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO ENFORCE SAFETY MEASURES AND REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES INCLUDING SHORING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS LAWS AND REGULATIONS.
2. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING: SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO INSURE THAT ALL DETAILS ARE BUILT IN ACCORDANCE WITH THESE PLANS. IF THERE IS ANY QUESTION REGARDING THESE PLANS, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION BEFORE DOING ANY WORK BY CALLING THE CITY RESIDENT ENGINEER.
4. CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
5. LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY "WORK TO BE DONE" SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.
6. BEFORE EXCAVATING FOR THIS CONTRACT, VERIFY LOCATION OF UNDERGROUND UTILITIES, THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY, PIPES OR STRUCTURES, SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE THERE ARE NO OTHER EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS.
7. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT.
9. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY AGENCIES A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO EXCAVATION NEAR UTILITY FACILITIES AND SHALL COORDINATE WITH THEM:
10. THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT LEAST FIVE (5) WORKING DAYS IN ADVANCE OF IMPLEMENTING ANY CONSTRUCTION DETOUR.
11. THE CONTRACTOR SHALL ALSO TAKE THE NECESSARY STEPS TO PROTECT ADJACENT PROPERTY FROM ANY EROSION AND SILTATION THAT RESULTS FROM HIS OPERATIONS. BY APPROPRIATE MEANS (GRAVEL BAG, DIKES, ETC) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETE AND ACCEPTED FOR MAINTENANCE BY CITY.
12. THE CONTRACTOR SHALL PROVIDE STOCK PILE PROTECTION, STREET SWEEPING, STORAGE/STAGING AREA PROTECTION, POLLUTION CONTROL MEASURES FOR EQUIPMENT MAINTENANCE, FUELING, CLEANING AND STORAGE AND TEMPORARY CONCRETE WASHOUT AREA.
13. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF SIX (6) SHOP DRAWINGS, SAMPLES ECT. WHEN REQUIRED HEREIN.
14. AS FIRST ORDER OF WORK, CONTRACTOR SHALL POTHOLE LOCATIONS WHERE EXISTING UTILITIES MAY CONFLICT WITH PROPOSED IMPROVEMENTS AND VERIFY OR DETERMINE ELEVATIONS.

40TH ST. & ALPHA ST.

REFERENCES:
CITY of San Diego PRELIMINARY SURVEY FIELD NOTES:
Southcrest Park Infiltration, R. Macy, 06/18/2010, WBS B10029, 192-1734
Maps: 168, 1793, 2208, 13303
DWG: 27539-D, 27609-D, 3575-B, 10246-L
Parcel Maps: 791, 17636
R.O.S: 4981, 8457, 17636, 17944,

BASIS OF BEARINGS/COORDINATES:
The Basis of Bearings for this project was derived from a previous Survey using Pt 11 and Pt 350 as shown on R. Macy Survey .E.L. N 86°58'37" W, NAD 83 feet, Zone 6 (epoch 9135)

BENCH:
SEBP 40th St. and Boston Ave.
Elev. 26.296' MSL. Based on NGVD 29 FEET as shown in the City of San Diego Bench Book

CONSTRUCTION CHANGE / ADDENDUM

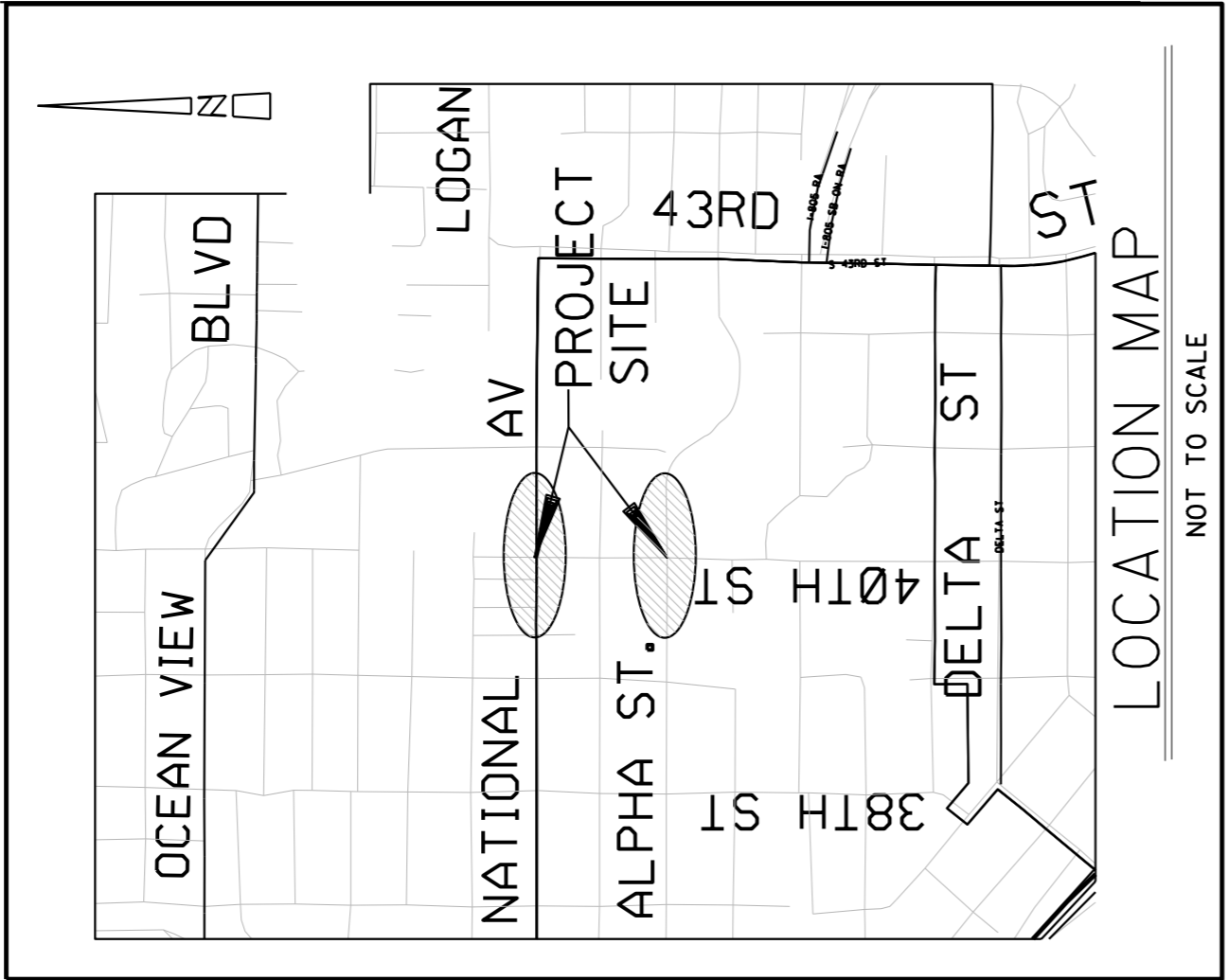
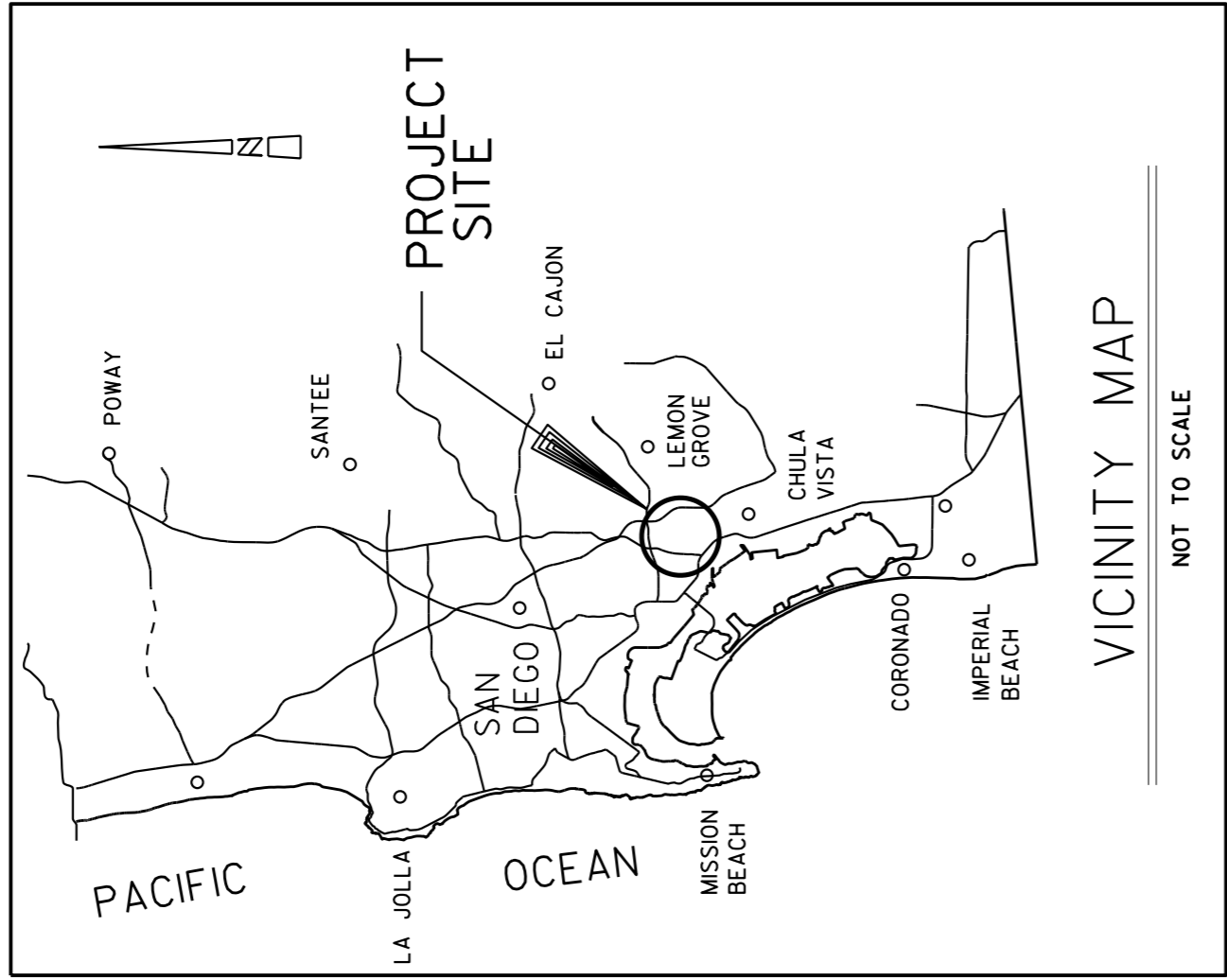
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

WARNING

01

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

CITY OF SAN DIEGO
PLANS FOR THE CONSTRUCTION OF
40TH STREET AT ALPHA STREET-POP-OUTS
AND
40TH STREET AT NATIONAL AVENUE-POP-OUTS



DISCIPLINE CODE

- G GENERAL
- D DEMOLITION
- C CIVIL
- L LANDSCAPE
- A ARCHITECTURAL
- S STRUCTURAL
- M MECHANICAL
- E ELECTRICAL
- I INSTRUMENTATION
- T TRAFFIC

40TH ST. & NATIONAL AVE.

REFERENCES FOR:
City of San Diego Survey Field Notes:
GJ779 Water Addition, 07/07/2010, J. Butcher, 192-1734, WBS B-00097
SHOREY, II/26/79, 192-1734, W.O. 122280
MAPS: 409, 2522, 2139, 13514
RECORD OF SURVEY: 14185
CORNER RECORD: 283, 16266
CITY TP SHEET: 388

BASIS OF BEARINGS/COORDINATES:
The Basis of Bearings for this project was derived from a previous STATIC GPS Survey using GPS 1141 and GPS 1220 as shown on R.O.T. S. 14492 .E.L. N 55° 22' 43" W, NAD 83 feet, Zone 6 (epoch 9135), utilizing RTK/GPS field procedures with the Base Station located at an autonomous position, constraining to GPS 1220, GPS 1141 and checking GPS 17.

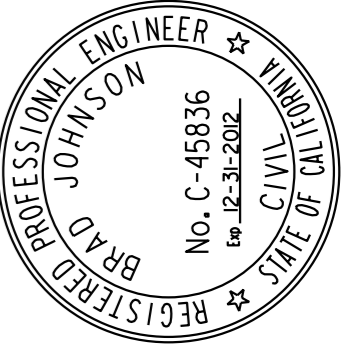
BENCH:
SEBP 38th St. and "T" St.
Elev. 98.00' MSL. Based on NGVD 29 FEET as shown in the City of San Diego Bench Book



CITY OF SAN DIEGO
PUBLIC WORKS PROJECT

TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: LOW, X...

SPEC. NO.564



TRAFFIC CONTROL NOTE:

THE CONTRACTOR SHALL, PER SECTION 7-10.2.1 OF "WHITEBOOK" 2010, CITY OF SAN DIEGO SUPPLEMENT, PREPARE TRAFFIC CONTROL SHOP DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER. THE SHOP DRAWINGS WILL BE SENT TO THE ENGINEERING TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE SHOP DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TPC) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE TPC PERMIT.

SHEET NO.	DISCIPLINE CODE	TITLE
1	G-1	COVER SHEET
2	G-2	SECTION & DETAILS
3	D-1	DEMOLITION PLAN
4	C-1	IMPROVEMENT PLAN-1
5	C=2	IMPROVEMENT PLAN-2
6	C-3	STRIPING AND SIGNAGE PLAN

WORK TO BE DONE

CONSTRUCTION OF TRAFFIC CALMING AT 40TH STREET / ALPHA STREET AND 40TH STREET / NATIONAL AVENUE- WORK CONSISTS OF NEW POP-OUTS, CURB AND GUTTER, CURB RAMPS, SIDEWALK, CROSS GUTTER, ASPHALT PAVING, BUS PAD, SIGNAGE & STRIPING, TRAFFIC CONTROL AND ALL OTHER WORK AND APPURTENANCES IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS NUMBERED 36578-1-D THROUGH 36578-6-D.

IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
SCHEDULE "J" 9" PCC	SDG-113	
BUS STOP SLAB	SDG-102	
SIDEWALK	G-7,G-9,G-10,G-11,SDG-100	
CURB AND GUTTER TYPE "G"	G-2,G-9,G-10,SDG-100	
CROSS GUTTER	G-12 & SDG-100	
CURB RAMP	SDG-130,SDG-134 & SDG-137	
CONCRETE DRIVEWAY	G-2, G-10,G-14A, G-14B,G-15,G-16,	
SIGN	M-45	
FIRE HYDRANT, EXTEND EXISTING SERVICE AND ASSEMBLY & MARKER 2-WAY UNLESS SPECIFIED AS 3-WAY	SDW-104	
WATER METER BOX	SDW-100,SDW-112,SDW-113	

LEGEND

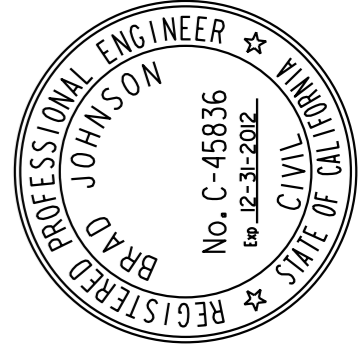
EXISTING IMPROVEMENTS

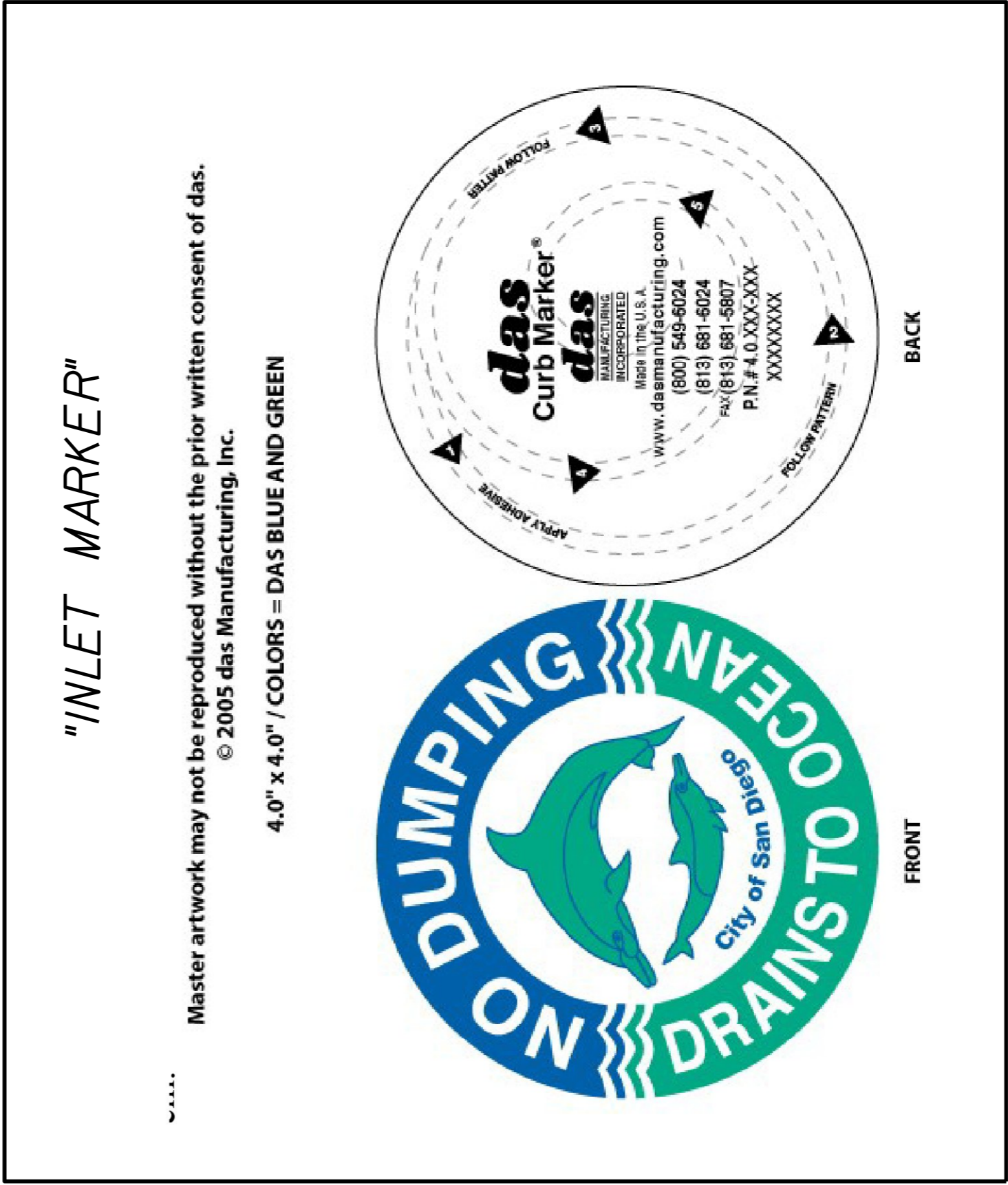
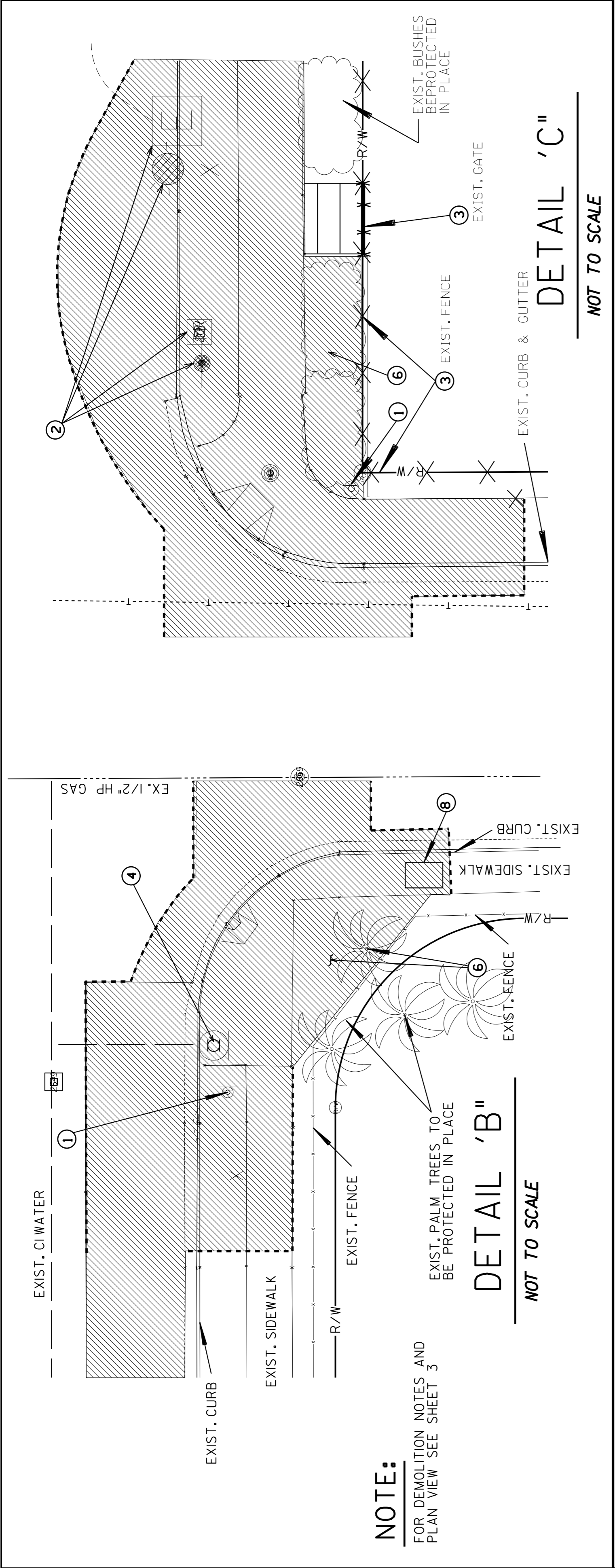
CURB RAMP		SYMBOL
SEWER MANHOLE		
SEWER MAIN		
WATER MAIN		
WATER METER		
WATER VALVE		
FIRE HYDRANT		
ELECTICAL LINE		
ELECTRICAL PULL BOX		
EXIST. FENCE		
EXIST STREET LIGHT		
TEL. LINE		
GAS LINE		
CABLE LINE		
CABLE BOX		
S.D. MAIN		
STORM DRAIN INLET		
STORM DRAIN CLEANOUT		
SIGN		

PLANS FOR THE CONSTRUCTION OF
40TH /ALPHA STREET – POP OUTS
40TH /NATIONAL AVE. – POP OUTS

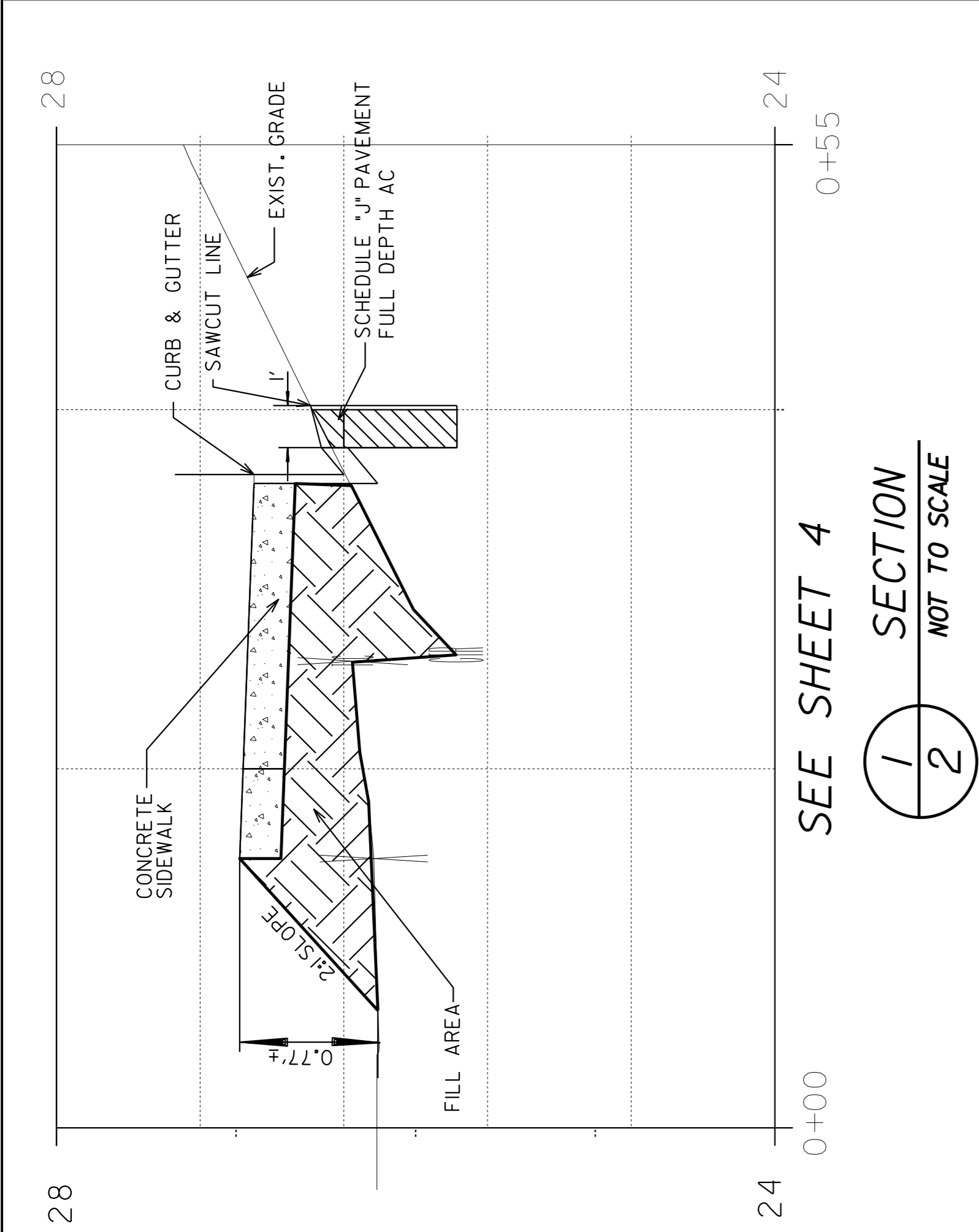
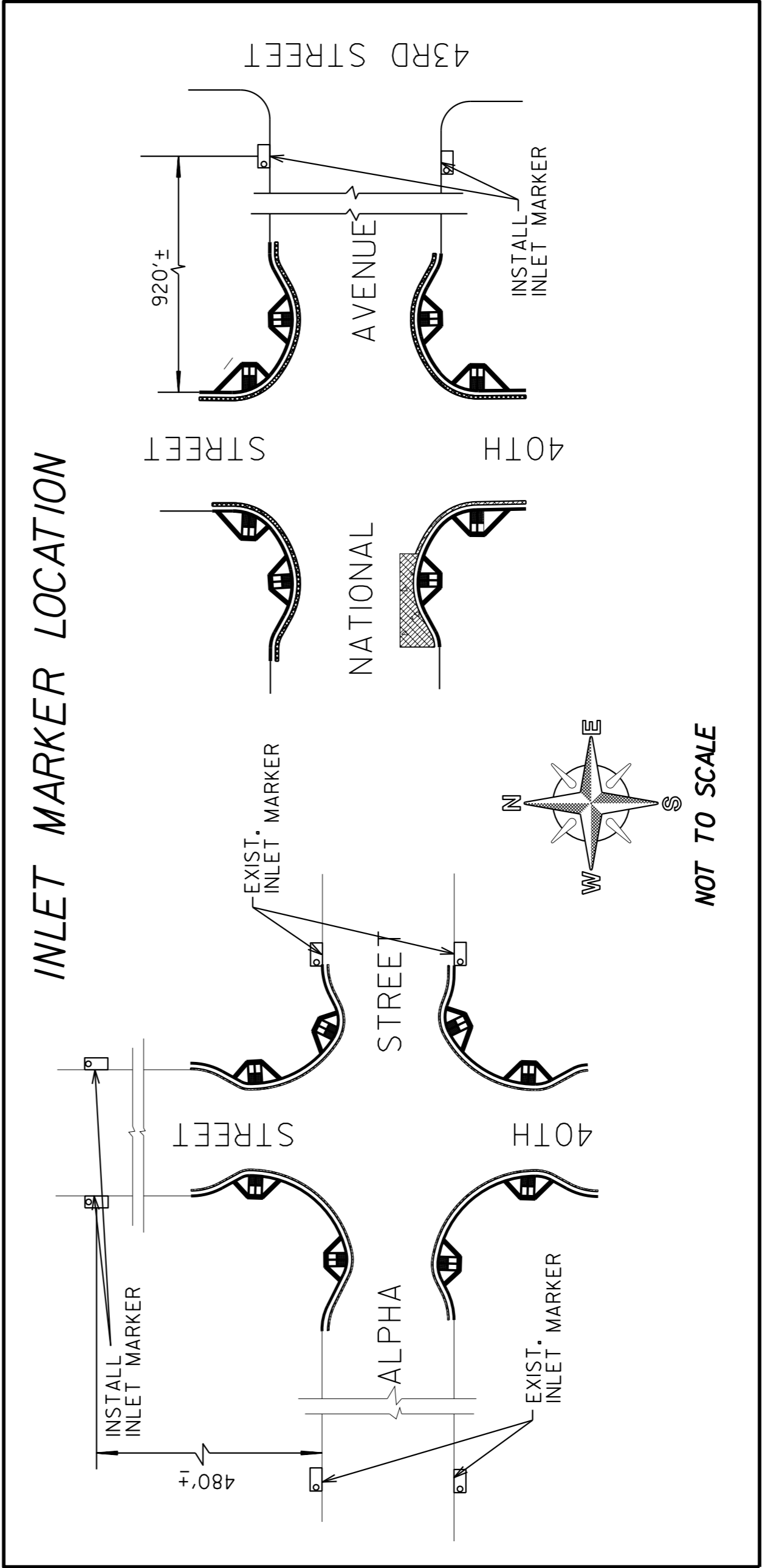
COVER SHEET

CITY OF SAN DIEGO CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT	WBS B-1054 B-1055
DESIGNED BY: <i>Brad Johnson</i> FOR CITY ENGINEER	DATE: 05-18-12
DESCRIPTION: ORIGINAL	BY: EEU
	DATE:
	FILED:
CONTRACTOR:	DATE STARTED:
INSPECTOR:	DATE COMPLETED:

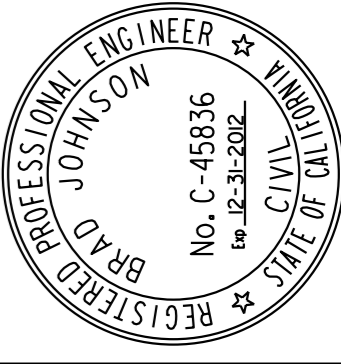


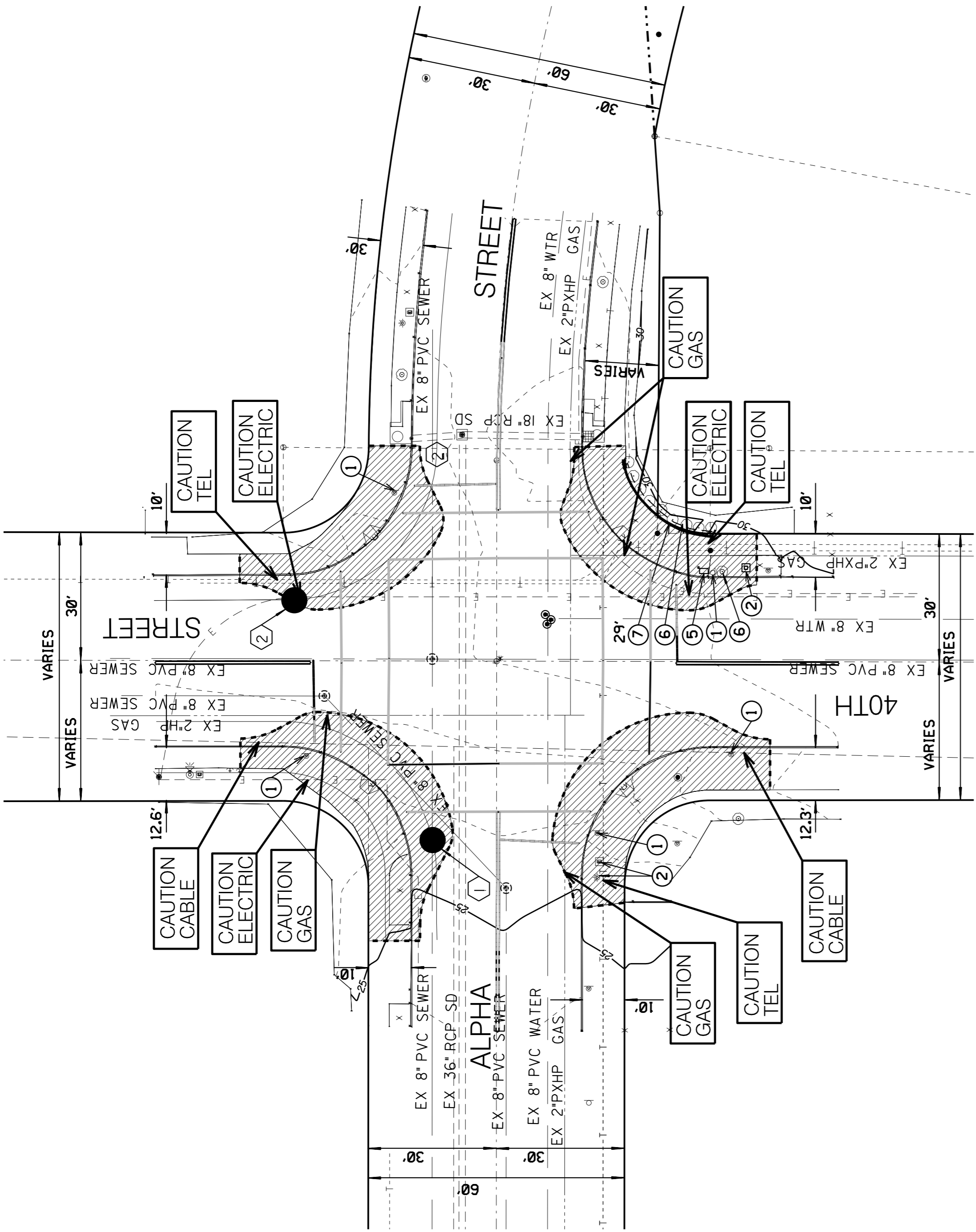


DETAIL "A"
NOT TO SCALE



G-2				PLANS FOR THE CONSTRUCTION OF 40TH /ALPHA STREET – POP OUTS 40TH /NATIONAL AVE. – POP OUTS											
SECTION & DETAILS														B-11054 B-11055	
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 2 OF 6 SHEETS														WBS	
OWNED BY: <i>Brad Johnson</i> 05-18-12														BRAD JOHNSON SECTION HEAD	
FOR CITY ENGINEER														MARK GIANDONI ASSOCIATE ENGINEER	
DESCRIPTION		BY		APPROVED		DATE		FILED		MARIO CUNNINGHAM PROJECT ENGINEER					
ORIGINAL		EEJ								192-1734 COSMET COORDINATOR					
CONTRACTOR _____ DATE STARTED _____														36578-2-D	
INSPECTOR _____ DATE COMPLETED _____															





DEMOLITION NOTES:

- ① EXISTING SIGN TO BE REMOVED & RELOCATE. SEE STRIPING & SIGNAGE PLAN SHEET 6
- ② EXISTING UTILITIES & SIGNS TO BE PROTECTED IN PLACE & ADJUST TO NEW GRADE.
- ③ EXIST. CHAIN LINK FENCE & GATE TO BE REMOVED AND REINSTALLED IN PLACE.
- ④ FIRE HYDRANT, FOR NEW LOCATION SEE SHEET 5.
- ⑤ PRIOR TO THE REMOVAL OF EXIST. US MAIL BOX, CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER AND UNITED STATES POSTAL SERVICE - CATHERINE FOSTER (858) 674-0509 A MINIMUM OF 100 WORKING PRIOR TO THE REMOVAL. SEE SHEET4 FOR NOTES.
- ⑥ REMOVE AND DISPOSAL OF CONFLICTING TREES, LANDSCAPING AND IRRIGATION. RETURN IRRIGATION SYSTEM TO WORKING ORDER.
- ⑦ REMOVE EXIST. CURB.
- ⑧ SALVAGE AND REINSTALL EXISTING HISTORICAL STAMP.
- ⑨ PROTECT EXISTING TRASH RECEPTACLE.
- ⑩ PROTECT EXIST. BUSHES AND LANDSCAPING IN PLACE.
- ⑪ INSTALL CONCRETE WATER METER BOX PER SDW-113

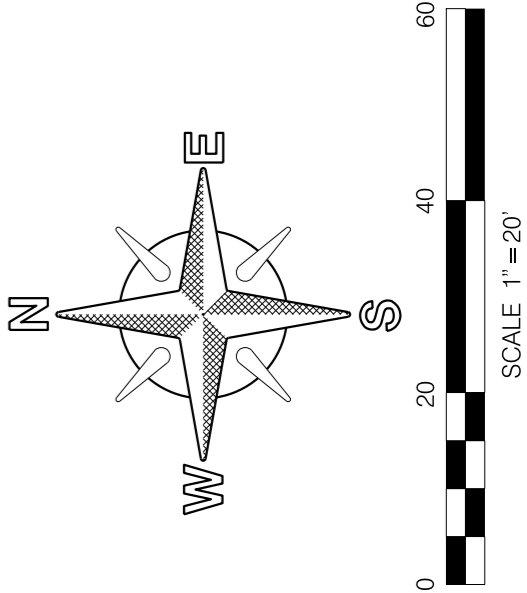
DEMOLITION LEGEND:

REMOVE AND DISPOSE EXISTING PAVEMENT, CURB, GUTTER, SIDEWALK, CURB RAMP DRIVEWAYS, CROSS GUTTER, BUS PAD AND LANDSCAPING/TREE & BUSHES.

SAWCUT EXISTING PAVEMENT, CURB, GUTTER & SIDEWALK.

NOTE:

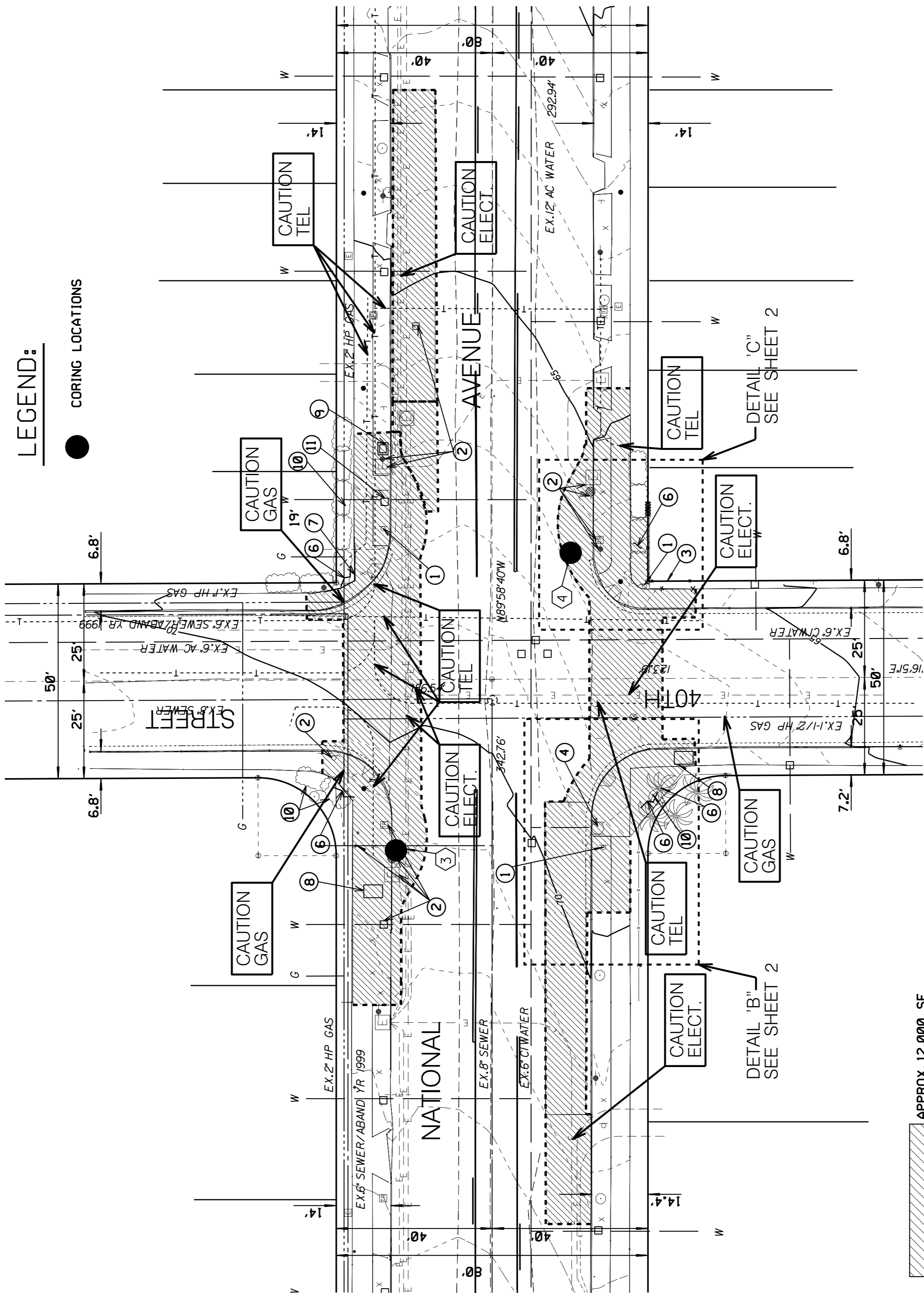
1. CONTRACTOR TO STAGE DEMO AND CONSTRUCTION TO ALLOW SAFE STUDENT ACCESS THROUGH INTERSECTION AT ALL TIMES.
2. DEMOLITION TO EXTEND 6-INCHES PAST PROPOSED CURB/GUTTER ALIGNMENT.
3. USE CAUTION WHEN CONDUCTING DEMOLITION/EXCAVATION AROUND EXISTING UTILITIES.



CORING INFORMATION				
CORE NO.	ADDRESS	LOCATION •	PAVEMENT INFORMATION	COMMENTS
①	NORTHWEST CORNER OF 40TH ST AND ALPHA ST.	6' FROM CURB	4 1/2" AC	3 AC LAYERS
②	NORTHEAST CORNER OF 40TH ST AND ALPHA ST	6' FROM CURB	5" AC	3 AC LAYERS
③	NORTHWEST CORNER OF 40TH ST AND NATIONAL AVE.	3' FROM CURB	11/2" AC PLUS 9" OF PCC	1 AC LAYER
④	SOUTHEAST CORNER OF 40TH ST AND NATIONAL AVE.	6' FROM CURB	2 1/2" AC PLUS 4" OF PCC	1 AC LAYER
• LOCATIONS SHOWN ON PLAN VIEW ARE APPROXIMATE				

LEGEND:

CORING LOCATIONS



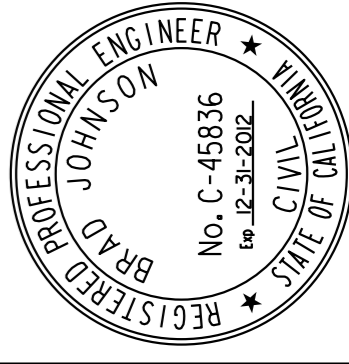
APPROX. 12,000 SF

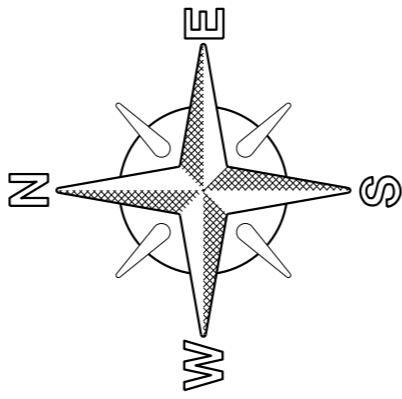
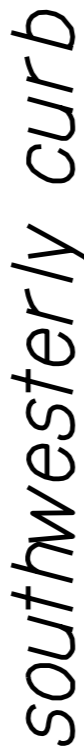
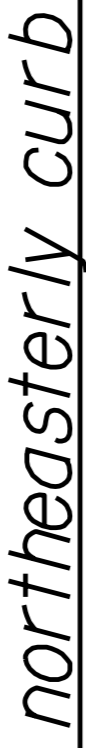
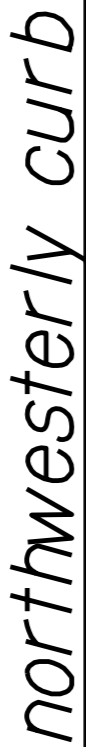
.....

D-1

PLANS FOR THE CONSTRUCTION OF
40TH /ALPHA STREET – POP OUTS
40TH /NATIONAL AVE. – POP OUTS
DEMOLITION PLAN

CITY OF SAN DIEGO CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT	B-1054 B-1055	
SHEET 3 OF 6 SHEETS	WBS	
APPROVED BY: <i>[Signature]</i> FOR CITY ENGINEER	DRAWN BY: SECTION HEAD	
DATE: 05-18-12	MARK GIANDONI ASSOCIATE ENGINEER	
BY DATE APPROVED DATE FILMED	MARIA CUNNINGHAM PROJECT ENGINEER	
DESCRIPTION ORIGINAL	192-1734 CCSRG COORDINATE	
CONTRACTOR DATE STARTED		
INSPECTOR DATE COMPLETED		
		36578-3-D

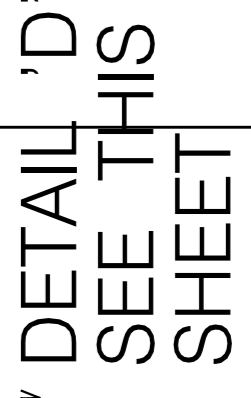
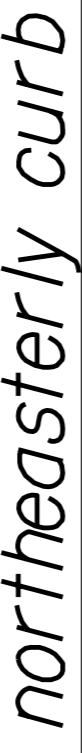




PLANS FOR THE CONSTRUCTION OF

IMPROVEMENT PLAN - 1

COORDINATE & CURB DATA TABLE



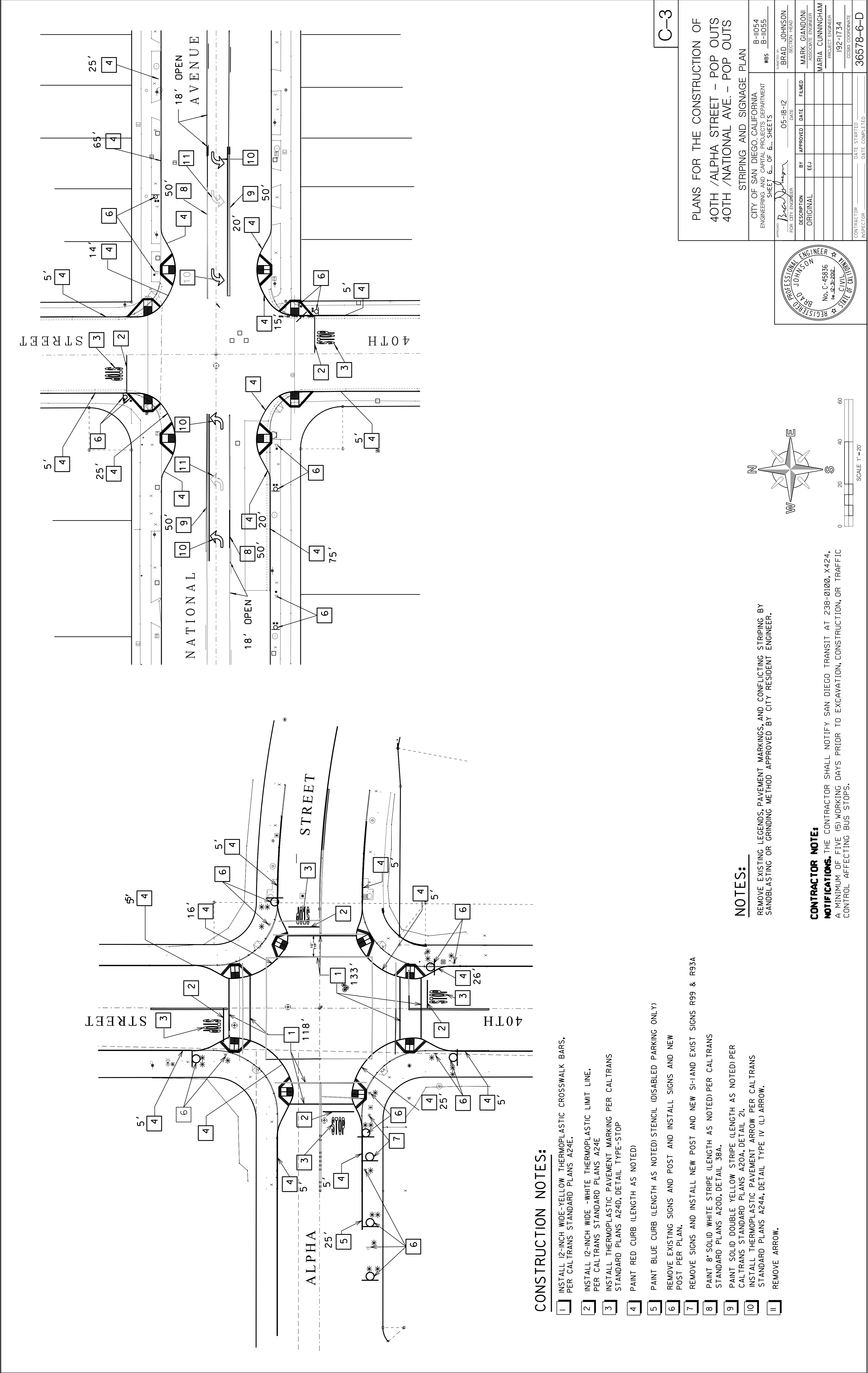
1 THE CONTRACTOR SHALL NOTIFY RESIDENT ENGINEER
(5) WORKING DAYS PRIOR TO ANY WORK ON THE
FIRE HYDRANT.
CONTRACTOR SHALL DISPOSE OF THE EXISTING
FIRE HYDRANT

1 THE CONTRACTOR SHALL NOTIFY RESIDENT ENGINEER
(5) WORKING DAYS PRIOR TO ANY WORK ON THE
FIRE HYDRANT.
CONTRACTOR SHALL DISPOSE OF THE EXISTING
FIRE HYDRANT

SAN DIEGO, CALIFORNIA
D CAPITAL PROJECTS DEPARTMENT

IMPROVEMENT PLAN - 2

2-



City of San Diego

ADDENDUM "B"



FOR

40TH STREET AT NATIONAL AVENUE AND 40TH STREET AT ALPHA STREET POP-OUTS

BID NO.:	<u>L-13-5614-DBB-1</u>
SAP NO. (WBS/IO/CC):	<u>B-11054 / B-11055</u>
CLIENT DEPARTMENT:	<u>1104</u>
COUNCIL DISTRICT:	<u>4</u>
PROJECT TYPE:	<u>ID</u>

A. CHANGES TO THE BID SUBMITTAL DUE DATE AND TIME

The bid opening date for this project has been extended to **1:30 PM on October 16th, 2012.** Proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California.

B. CHANGES TO CONTRACT DOCUMENTS

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

C. CLARIFICATIONS:

1. To the Bid No. L-13-5614-DBB-1, **DELETE** in its entirety and **SUBSTITUTE** with the following: L-13-5614-DBB-2.

D. VOLUME 2:

1. To the BIDDING DOCUMENTS, **ADD** the BID BOND form, page 2 of 2 of this Addendum.

Tony Heinrichs
Director
Public Works Department

Dated: *October 4, 2012*
San Diego, California

TH/nb/ca/lij

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

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

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

SIGNED AND SEALED, this _____ day of _____, 20_____

_____ (Principal)	_____ (Surety)
----------------------	-------------------

By: _____ (Signature)	By: _____ (Signature)
--------------------------	--------------------------

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

City of San Diego

TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.

CONTRACTOR'S NAME:

ADDRESS: 11315 RANCHO BERNARDO RD SUITE #145 SAN DIEGO CA 92129

TELEPHONE NO.: 658-675-0058 FAX NO.: 658-675-1594

CITY CONTACT: Claudia Abarca, 1200 Third Avenue Ste. 200, M.S. 56P, San Diego, CA 92101

Email: CAbarca@sandiego.gov Ph (619) 236-6669 Fax (619) 236-5904

M Giandoni/NB/LJI

CONTRACT DOCUMENTS

FOR



40TH STREET AT NATIONAL AVENUE AND 40TH STREET AT ALPHA STREET POP-OUTS

VOLUME 2 OF 2

BID NO.:	L-13-5614-DBB-1
SAP NO. (WBS/IO/CC):	B-11054 / B-11055
CLIENT DEPARTMENT:	1104
COUNCIL DISTRICT:	4
PROJECT TYPE:	ID

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- COMPETITION RESTRICTED TO: ELBE-SLBE FIRMS ONLY
- PREVAILING WAGE RATES: STATE
- THIS IS A PROP 1B GRANT FUNDED CONTRACT THROUGH SANDAG

REFER TO INVITATION TO BIDS FOR TIME, DATE, AND LOCATION

TABLE OF CONTENTS

Volume 2 - Bidding Documents

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

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
1. Bid/Proposal.....	3-5
2. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106.....	6
3. Contractors Certification of Pending Actions.....	7
4. Equal Benefits Ordinance Certification of Compliance.....	8
5. Proposal (Bid).....	9-12
6. Form AA35 - List of Subcontractors	13
7. Form AA40 - Named Equipment/Material Supplier List	14

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(N/A)

- (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. _____

IF A PARTNERSHIP, SIGN HERE:

(N/A)

- (1) Name under which business is conducted _____
- (2) Name of each member of partnership [indicate character of each partner, general or special (limited):

BIDDING DOCUMENTS

(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner

(4) Place of Business (Street & Number)

(5) City and State Zip Code

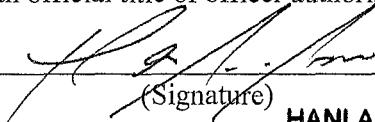
(6) Telephone No. Facsimile No.

IF A CORPORATION, SIGN HERE:

**TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.**

(1) Name under which business is conducted

(2) Signature, with official title of officer authorized to sign for the corporation:


(Signature)

HANI ASSI

(Printed Name)

SECRETARY OF CORPORATION

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of

CALIFORNIA

(4) Place of Business (Street & Number) 11315 RANCHO BERNARDO RD #145

(5) City and State SAN DIEGO

CA

Zip Code

92127

(6) Telephone No. 858-675-0058

Facsimile No. 858-675-1594

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION

"A"

LICENSE NO.

792159

EXPIRES

03/31/2013

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

TAX IDENTIFICATION NUMBER (TIN):



E-Mail Address:

tr.groupconst@aol.com

BIDDING DOCUMENTS

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature _____

HANI ASSI

Title _____

SECR. OF CORP.

HANI ASSI

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____, 20____.

Notary Public in and for the County of _____, State of _____

(see attached)

(NOTARIAL SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

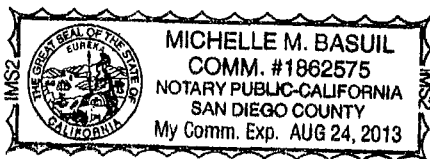
STATE OF CALIFORNIA

County of SAN DIEGO

On 10/16/2012 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)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature Michelle M. Basuil
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Proposal

Document Date: 10-16-12 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: HANI ASSI

- ☐ Individual
☒ Corporate Officer — Title(s): SECRETARY
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106**

State of California)

County of)

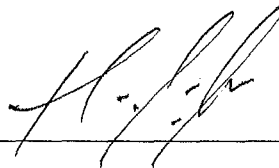
SAN DIEGO

ss.

HANI ASSI

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

Signed: _____



HANI ASSI

Title: _____

SECRETARY OF CORPORATION

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

(see attached)

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO

On 10/16/2012 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)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature Michelle M. Basuil
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: 10/16/12 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: HANI ASSI

- ☐ Individual
☒ Corporate Officer — Title(s): SECRETARY
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. as Principal, and
NORTH AMERICAN SPECIALTY INSURANCE COMPANY as Surety, are
held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of
10% OF THE TOTAL BID AMOUNT for the payment of which sum, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly
by these presents.

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

40TH STREET AT NATIONAL AVENUE AND 40TH STREET AT ALPHA STREET POP-OUTS, BID NO. L-13-5614-DBB-1

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

SIGNED AND SEALED, this 16TH day of OCTOBER, 20 12

TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC. (SEAL)
(Principal)

NORTH AMERICAN SPECIALTY
INSURANCE COMPANY (SEAL)
(Surety)

By: 
(Signature)

By: 
(Signature)

HANI ASSI, SECRETARY
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

DEBORAH D. DAVIS, ATTORNEY-IN-FACT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO }

On 10/16/2012 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared DEBORAH D. DAVIS
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature Michelle M. Basuil
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: BID BOND

Document Date: 10/16/2012 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: DEBORAH D. DAVIS

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

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,

MARK D. IATAROLA and DEBORAH D. DAVIS

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 by law, 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

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 9th 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 named 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

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 any 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."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By

David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

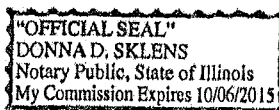
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 26th day of June, 2012, 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.



Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary 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 North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of OCTOBER, 2012.

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

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

**TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC.**

~~HANLASSI~~ *HA*

Contractor Name _____

Certified By HANLASSI Title SECRETARY OF CORPORATION
Name
[Signature] Date 10/16/12
Signature

USE ADDITIONAL FORMS AS NECESSARY

BID DOCUMENTS

**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

COMPANY INFORMATION

Company Name:	TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC	Contact Name:	HANU KESI
Company Address:	11315 RANCHO BERNARDO RD. STE #145 SAN DIEGO, CA 92127	Contact Phone:	858-675-0058
		Contact Email:	trigroupconsto

CONTRACT INFORMATION

Contract Title:	40th ST AT NATIONAL & 40th ST AT ALFA ST	Start Date:	02-01-13
Contract Number (if no number, state location):	BID # L-13-5614-DBB-2	End Date:	05-01-13

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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 BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- ☒ I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- ☐ Provides equal benefits to spouses and domestic partners.
 - ☒ Provides no benefits to spouses or domestic partners.
 - ☐ Has no employees.
 - ☐ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- ☐ I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

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.

HANU KESI	ASSISTANT S.E. OF COMP.	[Signature]	1/9/13
Name/Title of Signatory		Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
---------------	--------------	-----------------------------------	---

rev 02/15/2011

BID DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **40th STREET AT NATIONAL AVENUE AND 40th STREET AT ALPHA ST POP-OUTS**, 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	Payment Reference	NAICS	Description	Unit Price	Extension
BASE BID							
1	14	EA	303-5.10.2	237310	Curb Ramp Type "A" with Detectable non-stainless steel Warning Tile per SDG-132	\$ 1,400	\$ 19,600
2	2	EA	303-5.10.2	237310	Curb Ramp Type "C-1" with Detectable non-stainless steel Warning Tile per SDG-134	\$ 2,000	\$ 4,000
3	600	LF	303-5.9	237310	Curb and Gutter, Type "G" per G-2	\$ 23	\$ 13,800
4	70	LF	303-5.9	237310	6" Curb Behind Sidewalk	\$ 30	\$ 2,100
5	3,300	SF	303-5.9	237310	4" PCC Sidewalk per G-7	\$ 5	\$ 16,500
6	125	SF	303-5.9	237310	4" PCC Sidewalk (2 X 2 Score Pattern) per G-7	\$ 7	\$ 875
7	350	SF	303-5.9	237310	Driveway per G-14C	\$ 7	\$ 2,450
8	950	SF	303-5.9	237310	Cross Gutter per G-12	\$ 9	\$ 8,550
9	1,920	SF	302-6.8	237310	PCC Bus Pad per SDG-102	\$ 9	\$ 17,280
10	2	EA	303-5.9	237310	Remove and Relocate Historical Stamp per SDG-115	\$ 150	\$ 300
11	950	SF	302-5.9	237310	2" Mill and Pave	\$ 7	\$ 6,650
12	250	SF	302-6.8	237310	Schedule "J", 9" PCC	\$ 9	\$ 2,250
13	150	CY	300-4.9	237310	Unclassified Fill	\$ 25	\$ 3,750
14	1,200	LF	302-1.12	237310	Cold Milling Asphalt Concrete Pavement	\$ 3.75	\$ 4,500
15	1	EA	306-1.6	237110	Extend Fire Hydrant Service and Install New Fire Hydrant Assembly and Marker	\$ 5,250	\$ 5,250
16	1	EA	306-15	237110	Water Meter Box	\$ 250	\$ 250
17	1	LS	304-3.4	238990	Removal and Reinstall of Chain Link Fence and Gate	\$ 1,000	\$ 1,000
18	4	EA	801-9.4	237990	Decal-Disc Inlet Marker	\$ 62.50	\$ 250
19	1	LS	9-3.1	237990	U.S. Mail Box and Concrete Pad	\$ 1,000	\$ 1,000

BID DOCUMENTS

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
20	1	LS	308-8	561730	Remove and Repair Exist. Irrigation System	 	\$ 1,000
21	2	EA	308-8	561730	Tree, Stump Removal and Disposal	\$ 375	\$ 750
22	1	LS	300-1.4	238390	Clearing and Grubbing to Include Removal and Disposal of all Materials, in Conflict with the Proposed Construction	 	\$ 12,000
23	1	LS	310-5.7.1	238210	New Sign on Existing Post	 	\$ 500
24	1	LS	310-5.7.1	238210	New Signs and Posts	 	\$ 4,000
25	1	LS	310-5.6.10	237310	Furnish and Install Striping, Thermoplastic Cross Walks, Arrows, Markings and Striping, Removal Conflicting Striping and Pavement Markings, and Paint Curbs, Stencil letter on Curbs per plan	 	\$ 5,000
26	1	LS	7-10.2.7	541330	Traffic Control Design	 	\$ 2,000
27	1	LS	7-10.2.7	237310	Traffic Control	 	\$ 2,270
28	1	LS	801-9.4	541330	Water Pollution Control Program Development	 	\$ 750
29	1	LS	801-9.4	237990	Water Pollution Control Program Development Implementation	 	\$ 1,000
30	1	AL	9-3.5		Field Orders - Type II Allowance	 	\$16,873.00
31	1	LS	2-4.1	237310	Bond Payments (Payment & Performance)	 	\$ 1,500
ESTIMATED TOTAL BASE BID:							\$ 157,998

BID DOCUMENTS

TOTAL BID PRICE FOR BID (Items 1 through 31 inclusive) amount written in words:

ONE HUNDRED FIFTY SEVEN THOUSAND, NINE HUNDRED NINETY EIGHT DOLLARS

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

List the Addenda received and being acknowledged: ADDENDUM "A" \$ ADDENDUM "B"

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

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

GUS ASSI

HANI ASSI

PRESIDENT

SECRETARY OF CORPORATION

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

TRI-GROUP

HANI ASSI

CONSTRUCTION AND
DEVELOPMENT, INC.

Bidder:

SECRETARY OF CORPORATION

Title:

Business Address: 11315 RANCHO BERNARDO RD SUITE 145 SAN DIEGO CA 92127

Place of Business: CITY OF SAN DIEGO

Place of Residence: CITY OF SAN DIEGO

Signature: [Signature]

NOTES:

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

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE WBE DBE DVBE OBE ELBE SLBE SDB WoSB HUBZone OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>LUZACH STRIPING INC.</u> Address: <u>P.O. BOX 2426</u> City: <u>EL CAJON</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-443-7755</u>	<i>CONSTRUCTOR</i>	<i>SIGNS STRIPING</i>	<i>\$9,087</i>	<i>SLBE</i>	<i>CITY OF SAN DIEGO</i>	<i>-</i>
Name: <u>W.E.G. ENGINEERING</u> Address: <u>15980 OLOS HWY 80</u> City: <u>EL CAJON</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-921-7114</u>	<i>CONSTRUCTOR</i>	<i>FIRE HYDRANT</i>	<i>\$4,300</i>	<i>-</i>	<i>-</i>	<i>-</i>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

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

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

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

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

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

CONTRACTOR’S NOTES AND RESPONSIBILITIES

1. IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO ENFORCE SAFETY MEASURES AND REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES INCLUDING SHORING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS LAWS AND REGULATIONS.
2. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING: SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO INSURE THAT ALL DETAILS ARE BUILT IN ACCORDANCE WITH THESE PLANS. IF THERE IS ANY QUESTION REGARDING THESE PLANS, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION BEFORE DOING ANY WORK BY CALLING THE CITY RESIDENT ENGINEER.
4. CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
5. LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY "WORK TO BE DONE" SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.
6. BEFORE EXCAVATING FOR THIS CONTRACT, VERIFY LOCATION OF UNDERGROUND UTILITIES, THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY, PIPES OR STRUCTURES, SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE THERE ARE NO OTHER EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS.
7. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT.
9. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY AGENCIES A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO EXCAVATION NEAR UTILITY FACILITIES AND SHALL COORDINATE WITH THEM:
10. THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT LEAST FIVE (5) WORKING DAYS IN ADVANCE OF IMPLEMENTING ANY CONSTRUCTION DETOUR.
11. THE CONTRACTOR SHALL ALSO TAKE THE NECESSARY STEPS TO PROTECT ADJACENT PROPERTY FROM ANY EROSION AND SILTATION THAT RESULTS FROM HIS OPERATIONS. BY APPROPRIATE MEANS (GRAVEL BAG, Dikes, ETC) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETE AND ACCEPTED FOR MAINTENANCE BY CITY.
12. THE CONTRACTOR SHALL PROVIDE STOCK PILE PROTECTION, STREET SWEEPING, STORAGE/STAGING AREA PROTECTION, POLLUTION CONTROL MEASURES FOR EQUIPMENT MAINTENANCE, FUELING, CLEANING AND STORAGE AND TEMPORARY CONCRETE WASHOUT AREA.
13. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF SIX (6) SHOP DRAWINGS, SAMPLES ECT. WHEN REQUIRED HEREIN.
14. AS FIRST ORDER OF WORK, CONTRACTOR SHALL POTHOLE LOCATIONS WHERE EXISTING UTILITIES MAY CONFLICT WITH PROPOSED IMPROVEMENTS AND VERIFY OR DETERMINE ELEVATIONS.

40TH ST. & ALPHA ST.

REFERENCES:
CITY of San Diego PRELIMINARY SURVEY FIELD NOTES:
Southcrest Park Infiltration, R. Macy, 06/18/2010, WBS B10029, 192-1734
Maps: 168, 1793, 2208, 13303
DWG: 27539-D, 27609-D, 3575-B, 10246-L
Parcel Maps: 791, 17636
R.O.S: 4981, 8457, 17636, 17944,

BASIS OF BEARINGS/COORDINATES:
The Basis of Bearings for this project was derived from a previous Survey using Pt 11 and Pt 350 as shown on R. Macy Survey .E.L. N 86°58'37" W, NAD 83 feet, Zone 6 (epoch 9135)

BENCH:
SEBP 40th St. and Boston Ave.
Elev. 26.296' MSL. Based on NGVD 29 FEET as shown in the City of San Diego Bench Book

CONSTRUCTION CHANGE / ADDENDUM		
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS

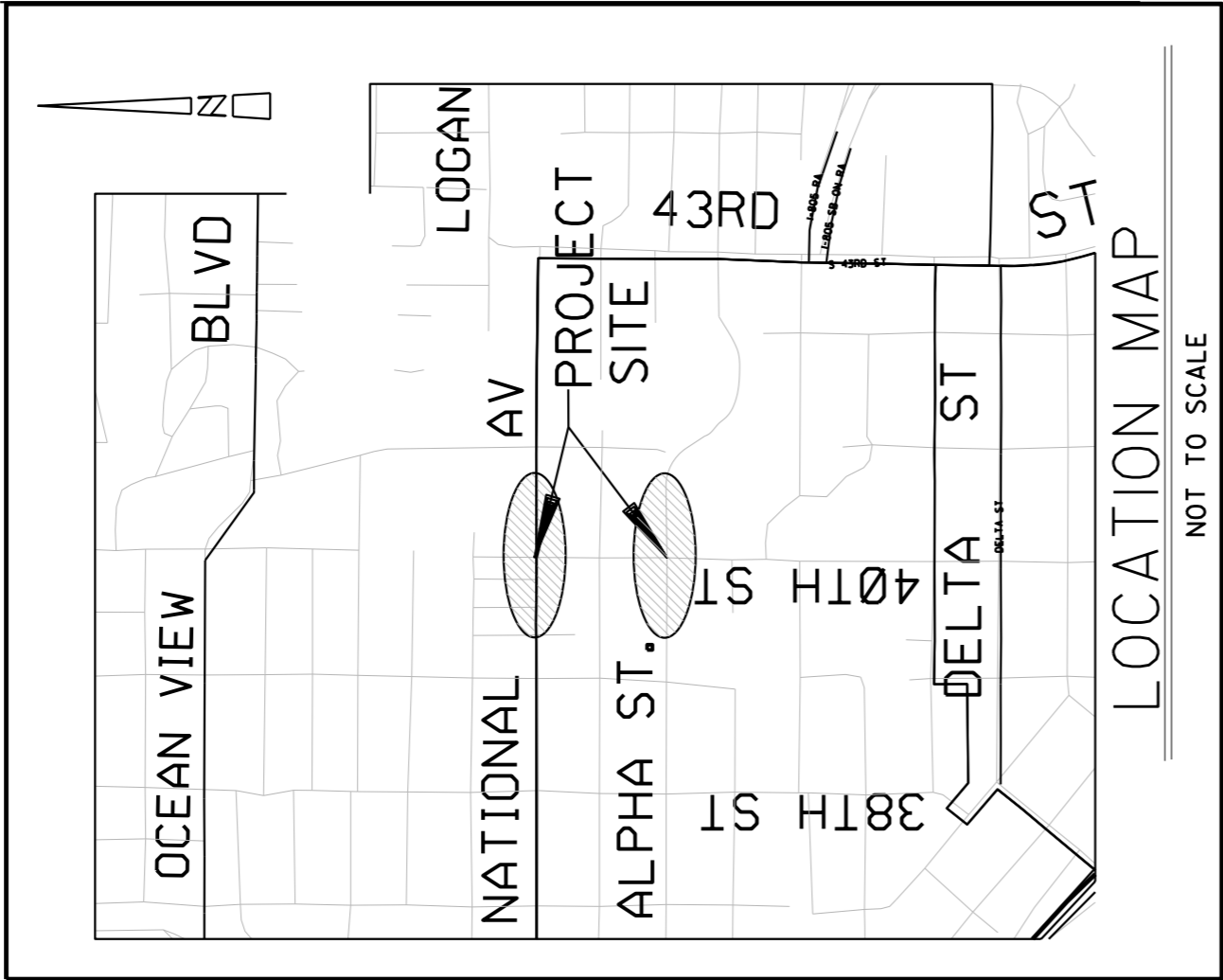
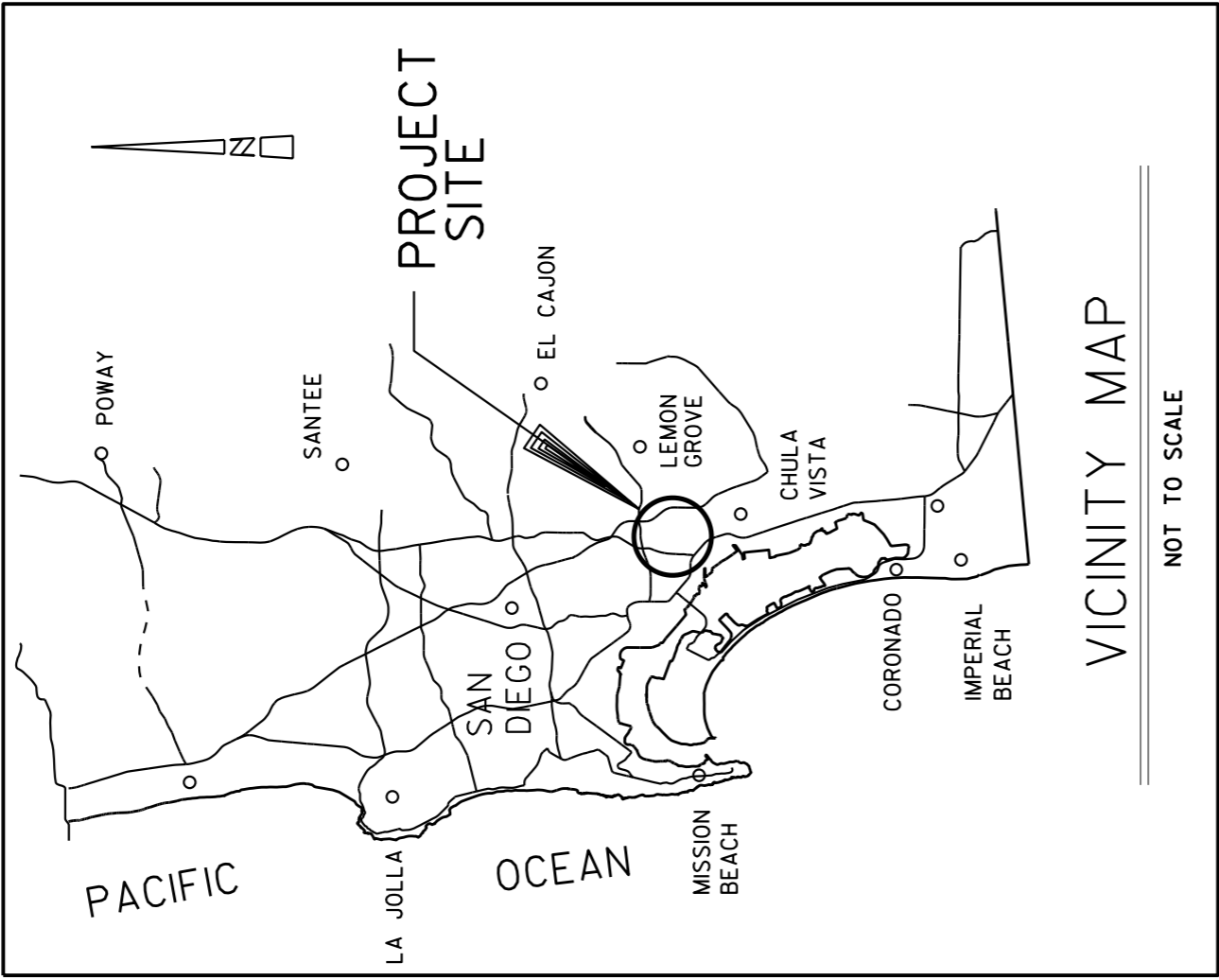
WARNING

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1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

CITY OF SAN DIEGO
PLANS FOR THE CONSTRUCTION OF
40TH STREET AT ALPHA STREET-POP-OUTS
AND
40TH STREET AT NATIONAL AVENUE-POP-OUTS



DISCIPLINE CODE

- G GENERAL
- D DEMOLITION
- C CIVIL
- L LANDSCAPE
- A ARCHITECTURAL
- S STRUCTURAL
- M MECHANICAL
- E ELECTRICAL
- I INSTRUMENTATION
- T TRAFFIC

40TH ST. & NATIONAL AVE.

REFERENCES FOR:
City of San Diego Survey Field Notes:
GJ779 Water Addition, 07/07/2010, J. Butcher, 192-1734, WBS B-00097
SHOREY, II/26/79, 192-1734, W.O. 122280
MAPS: 409, 2522, 2139, 13514
RECORD OF SURVEY: 14185
CORNER RECORD: 283, 16266
CITY TP SHEET: 388

BASIS OF BEARINGS/COORDINATES:
The Basis of Bearings for this project was derived from a previous STATIC GPS Survey using GPS 1141 and GPS 1220 as shown on R.O.T. S. 14492 .E.L. N 55° 22' 43" W, NAD 83 feet, Zone 6 (epoch 9135), utilizing RTK/GPS field procedures with the Base Station located at an autonomous position, constraining to GPS 1220, GPS 1141 and checking GPS 17.

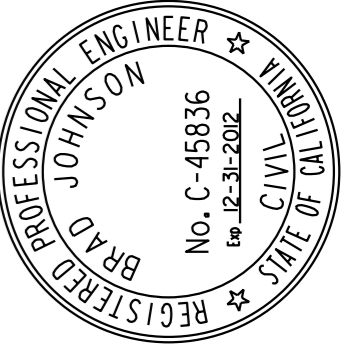
BENCH:
SEBP 38th St. and "T" St.
Elev. 98.00' MSL. Based on NGVD 29 FEET as shown in the City of San Diego Bench Book



CITY OF SAN DIEGO
PUBLIC WORKS PROJECT

TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: LOW, X,...

SPEC. NO.564



TRAFFIC CONTROL NOTE:

THE CONTRACTOR SHALL, PER SECTION 7-10.2.1 OF "WHITEBOOK" 2010, CITY OF SAN DIEGO SUPPLEMENT, PREPARE TRAFFIC CONTROL SHOP DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER. THE SHOP DRAWINGS WILL BE SENT TO THE ENGINEERING TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE SHOP DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TPC) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE TPC PERMIT.

SHEET NO.	DISCIPLINE CODE	TITLE
1	G-1	COVER SHEET
2	G-2	SECTION & DETAILS
3	D-1	DEMOLITION PLAN
4	C-1	IMPROVEMENT PLAN-1
5	C-2	IMPROVEMENT PLAN-2
6	C-3	STRIPING AND SIGNAGE PLAN

WORK TO BE DONE

CONSTRUCTION OF TRAFFIC CALMING AT 40TH STREET / ALPHA STREET AND 40TH STREET / NATIONAL AVENUE- WORK CONSISTS OF NEW POP-OUTS, CURB AND GUTTER, CURB RAMPS, SIDEWALK, CROSS GUTTER, ASPHALT PAVING, BUS PAD, SIGNAGE & STRIPING, TRAFFIC CONTROL AND ALL OTHER WORK AND APPURTENANCES IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS NUMBERED 36578-1-D THROUGH 36578-6-D.

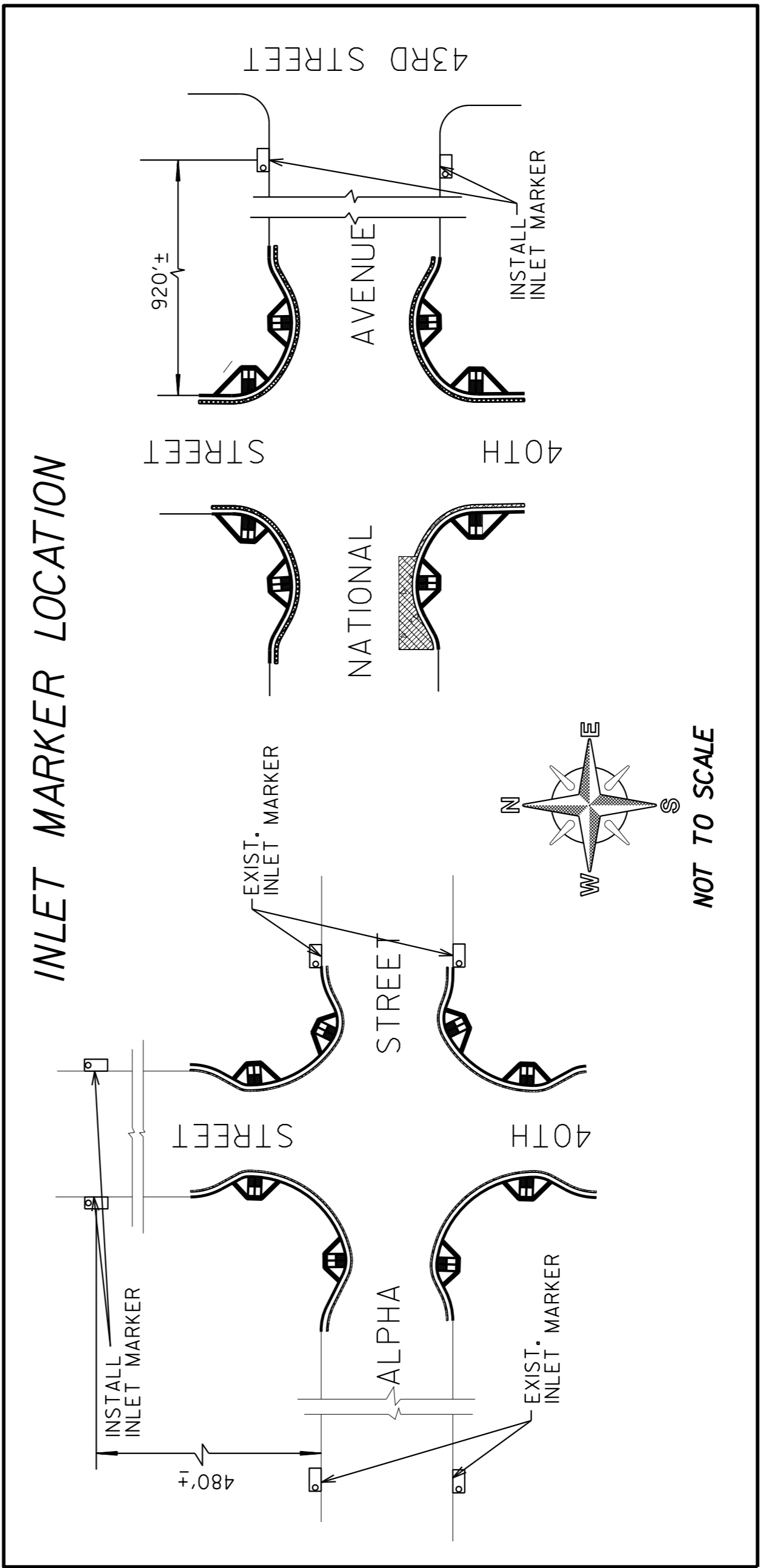
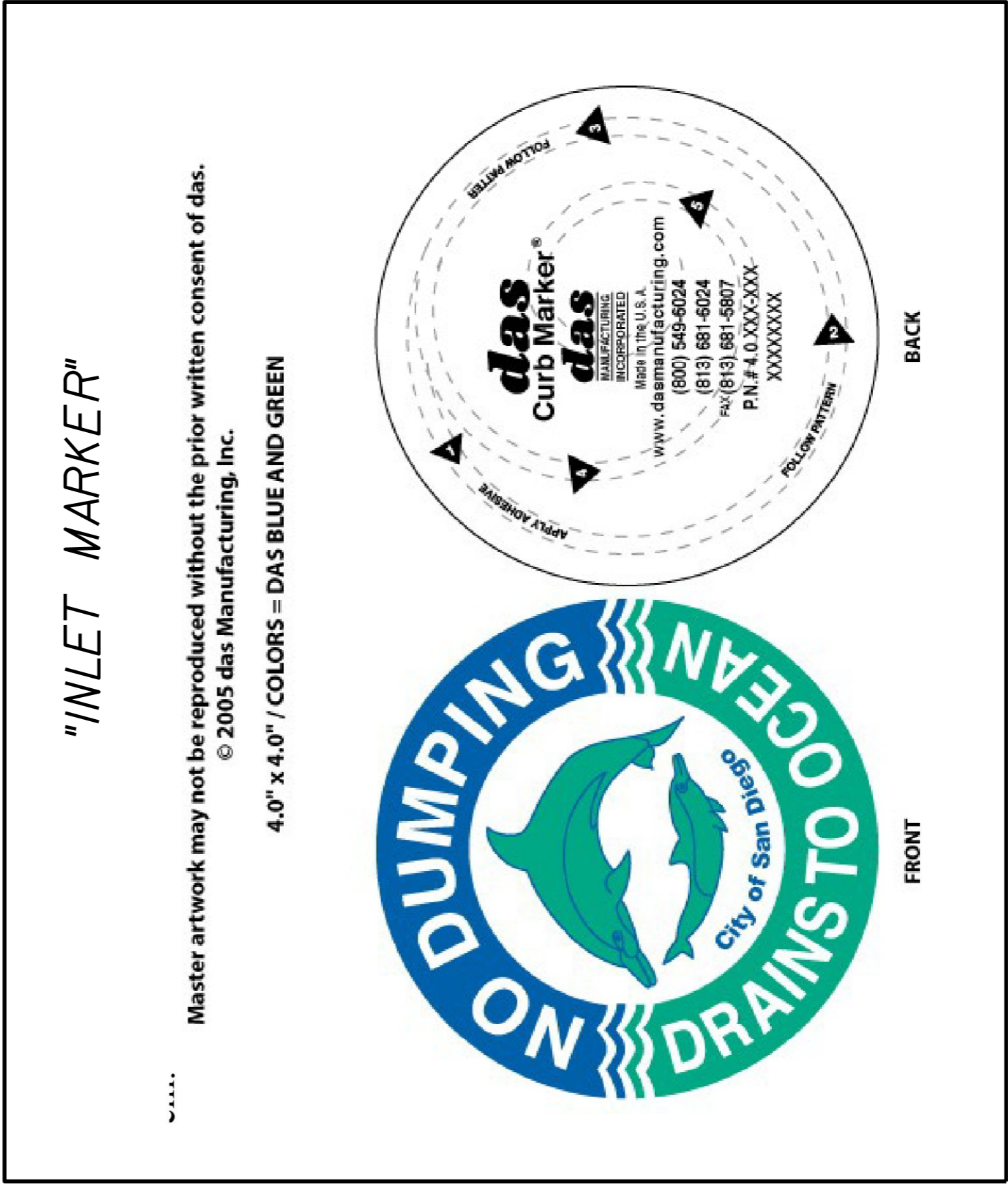
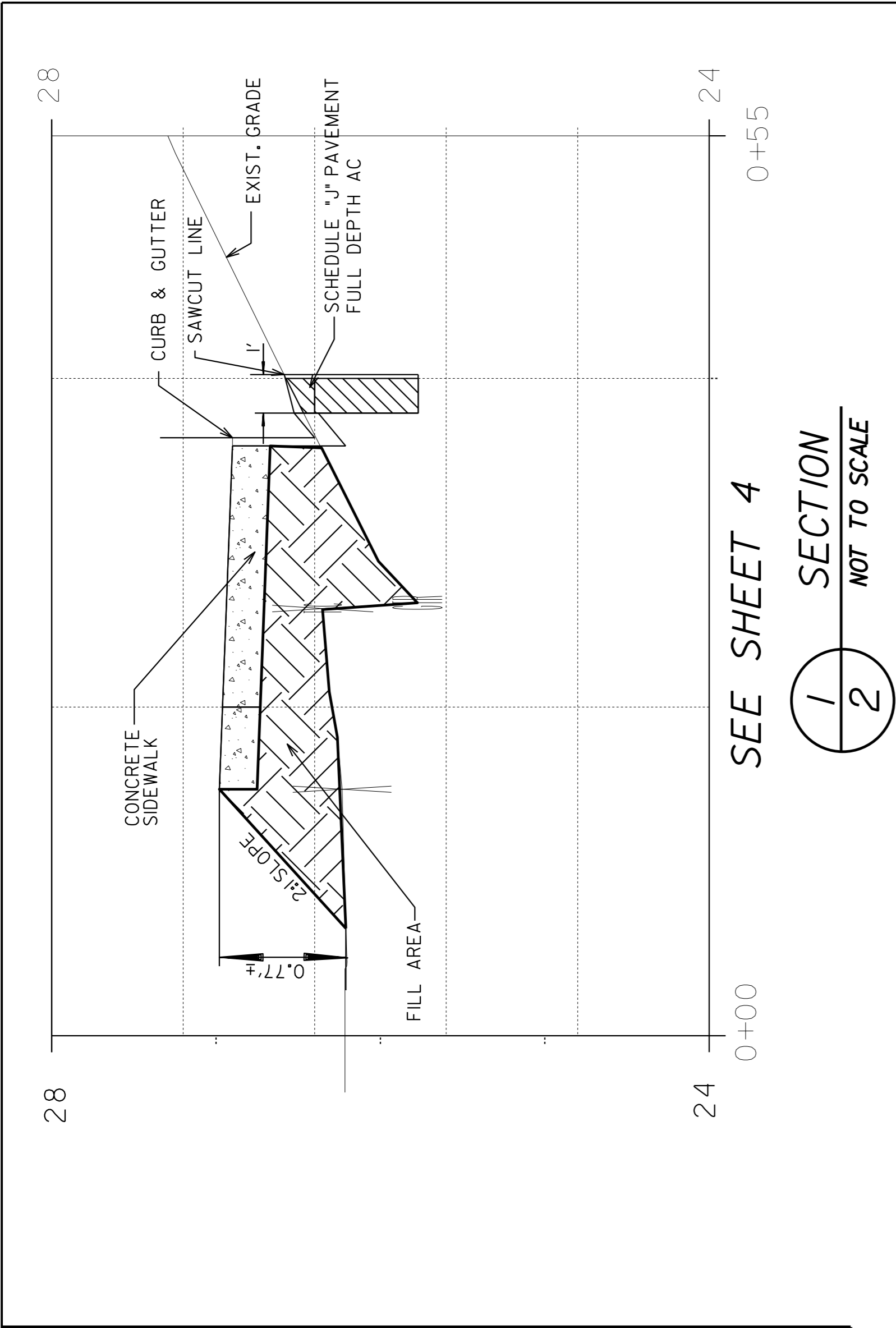
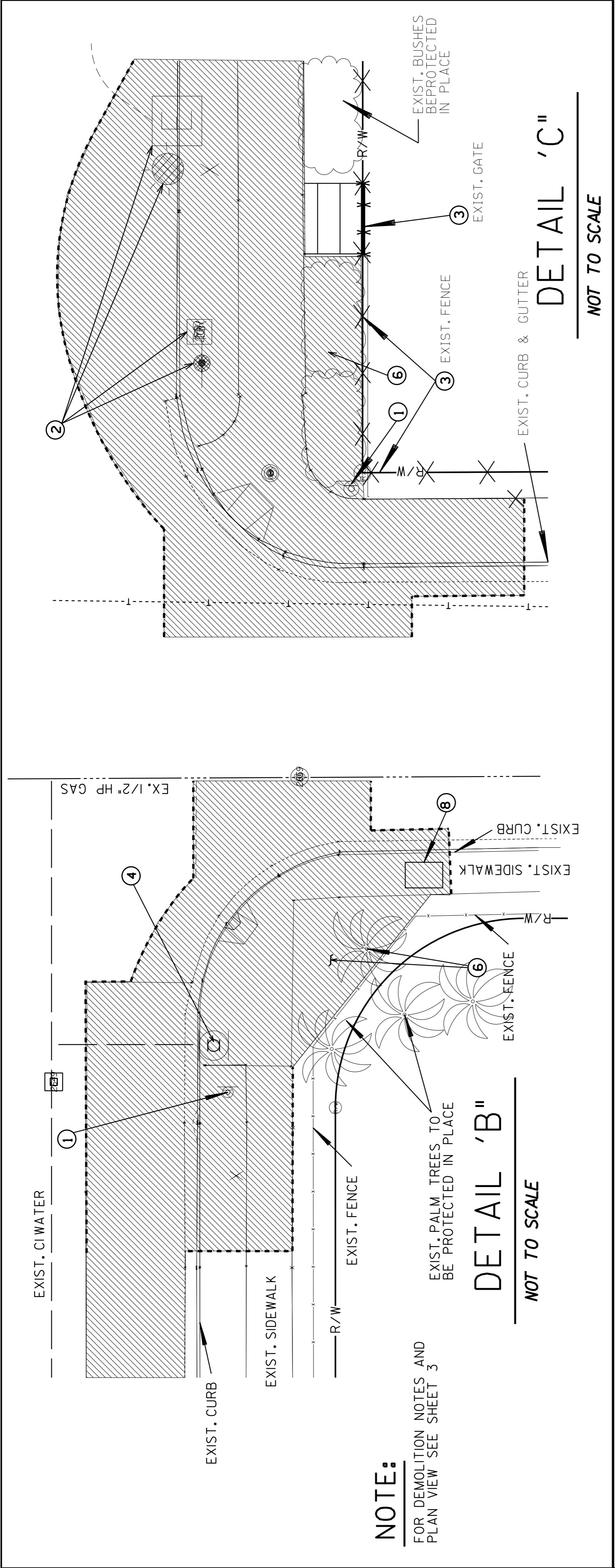
IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
SCHEDULE "J" 9" PCC	SDG-113	
BUS STOP SLAB	SDG-102	
SIDEWALK	G-7,G-9,G-10,G-11,SDG-100	
CURB AND GUTTER TYPE "G"	G-2,G-9,G-10,SDG-100	
CROSS GUTTER	G-12 & SDG-100	
CURB RAMP	SDG-130,SDG-134 & SDG-137	
CONCRETE DRIVEWAY	G-2, G-10,G-14A, G-14B,G-15,G-16,	
SIGN	M-45	
FIRE HYDRANT, EXTEND EXISTING SERVICE AND ASSEMBLY & MARKER 2-WAY UNLESS SPECIFIED AS 3-WAY	SDW-104	
WATER METER BOX	SDW-100,SDW-112,SDW-113	

LEGEND	SYMBOL
CURB RAMP	
SEWER MANHOLE	
SEWER MAIN	
WATER MAIN	
WATER METER	
WATER VALVE	
FIRE HYDRANT	
ELECTICAL LINE	
ELECTRICAL PULL BOX	
EXIST. FENCE	
EXIST STREET LIGHT	
TEL. LINE	
GAS LINE	
CABLE LINE	
CABLE BOX	
S.D. MAIN	
STORM DRAIN INLET	
STORM DRAIN CLEANOUT	
SIGN	

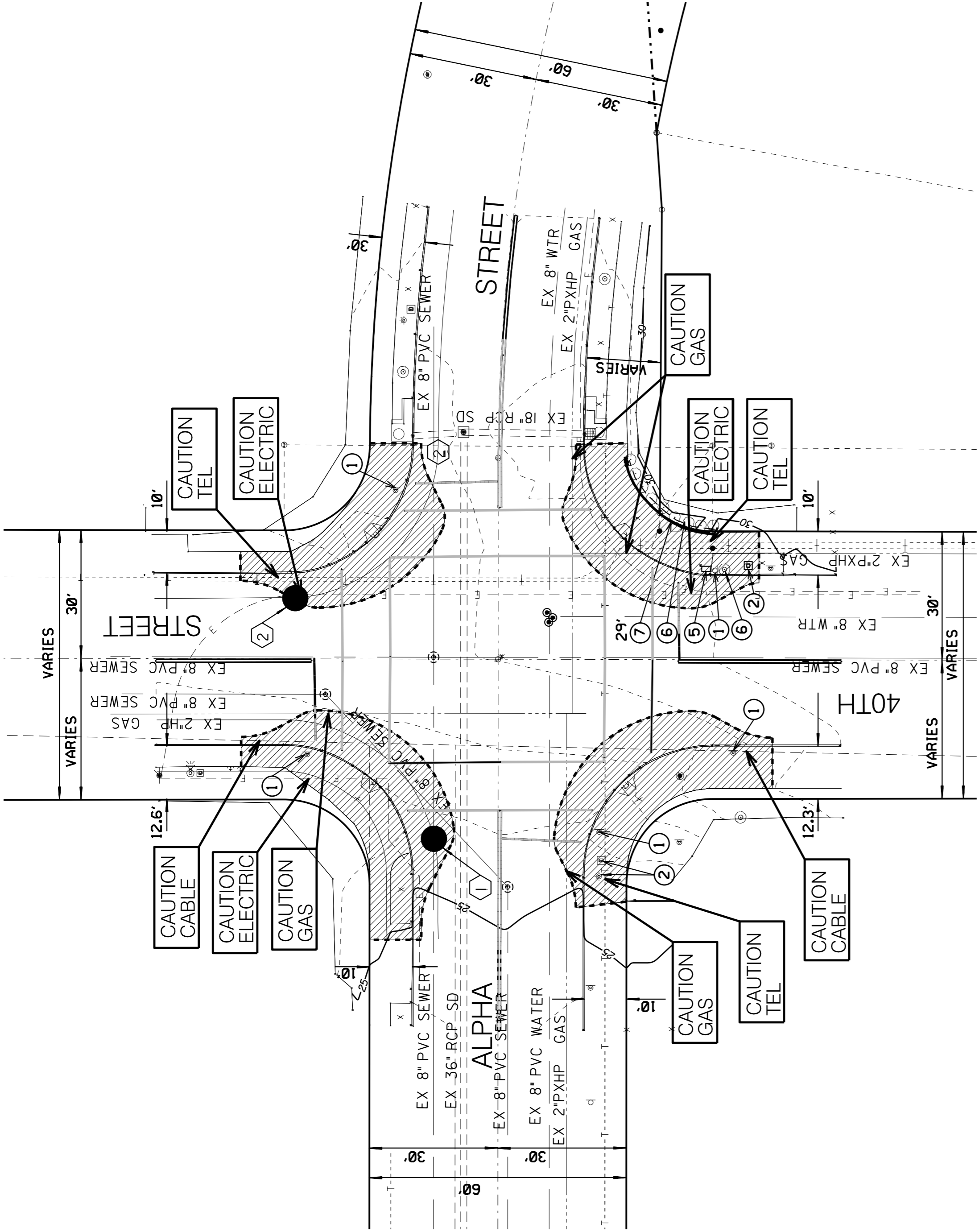
PLANS FOR THE CONSTRUCTION OF
40TH /ALPHA STREET – POP OUTS
40TH /NATIONAL AVE. – POP OUTS

COVER SHEET

CITY OF SAN DIEGO CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT		WBS	B-1054 B-1055
DRAWING BY FOR CITY ENGINEER		DATE	05-18-12
DESCRIPTION ORIGINAL	BY EEJ	APPROVED	FILED
CONTRACTOR		DATE STARTED	
INSPECTOR		DATE COMPLETED	



PLANS FOR THE CONSTRUCTION OF 40TH /ALPHA STREET – POP OUTS 40TH /NATIONAL AVE. – POP OUTS										SECTION & DETAILS									
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 2 OF 6 SHEETS										DRAWING BY: BRAD JOHNSON SECTION HEAD									
APPROVED: <i>Brad Johnson</i>										DATE: 05-18-12									
FOR CITY ENGINEER										DATE: 05-18-12									
DESCRIPTION ORIGINAL										BY EEJ									



DEMOLITION NOTES:

- ① EXISTING SIGN TO BE REMOVED & RELOCATE. SEE STRIPING & SIGNAGE PLAN SHEET 6
- ② EXISTING UTILITIES & SIGNS TO BE PROTECTED IN PLACE & ADJUST TO NEW GRADE.
- ③ EXIST. CHAIN LINK FENCE & GATE TO BE REMOVED AND REINSTALLED IN PLACE.
- ④ FIRE HYDRANT, FOR NEW LOCATION SEE SHEET 5.
- ⑤ PRIOR TO THE REMOVAL OF EXIST. US MAIL BOX, CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER AND UNITED STATES POSTAL SERVICE - CATHERINE FOSTER (858) 674-0509 A MINIMUM OF 100 WORKING PRIOR TO THE REMOVAL. SEE SHEET4 FOR NOTES.
- ⑥ REMOVE AND DISPOSAL OF CONFLICTING TREES, LANDSCAPING AND IRRIGATION. RETURN IRRIGATION SYSTEM TO WORKING ORDER.
- ⑦ REMOVE EXIST. CURB.
- ⑧ SALVAGE AND REINSTALL EXISTING HISTORICAL STAMP.
- ⑨ PROTECT EXISTING TRASH RECEPTACLE.
- ⑩ PROTECT EXIST. BUSHES AND LANDSCAPING IN PLACE.
- ⑪ INSTALL CONCRETE WATER METER BOX PER SDW-113

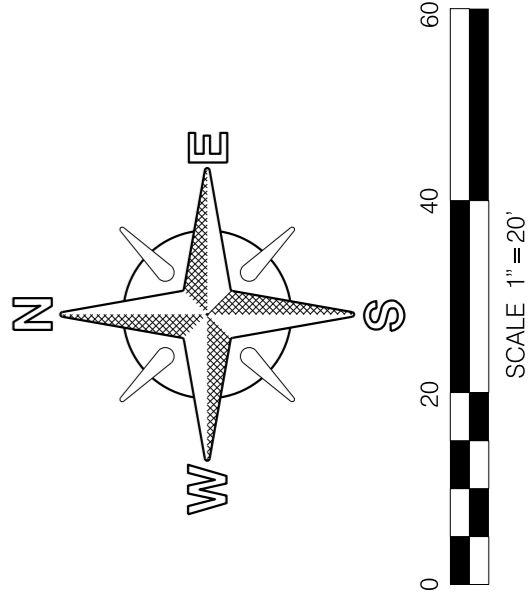
DEMOLITION LEGEND:

REMOVE AND DISPOSE EXISTING PAVEMENT, CURB, GUTTER, SIDEWALK, CURB RAMP DRIVEWAYS, CROSS GUTTER, BUS PAD AND LANDSCAPING/TREE & BUSHES.

SAWCUT EXISTING PAVEMENT, CURB, GUTTER & SIDEWALK.

NOTE:

1. CONTRACTOR TO STAGE DEMO AND CONSTRUCTION TO ALLOW SAFE STUDENT ACCESS THROUGH INTERSECTION AT ALL TIMES.
2. DEMOLITION TO EXTEND 6-INCHES PAST PROPOSED CURB/GUTTER ALIGNMENT.
3. USE CAUTION WHEN CONDUCTING DEMOLITION/EXCAVATION AROUND EXISTING UTILITIES.

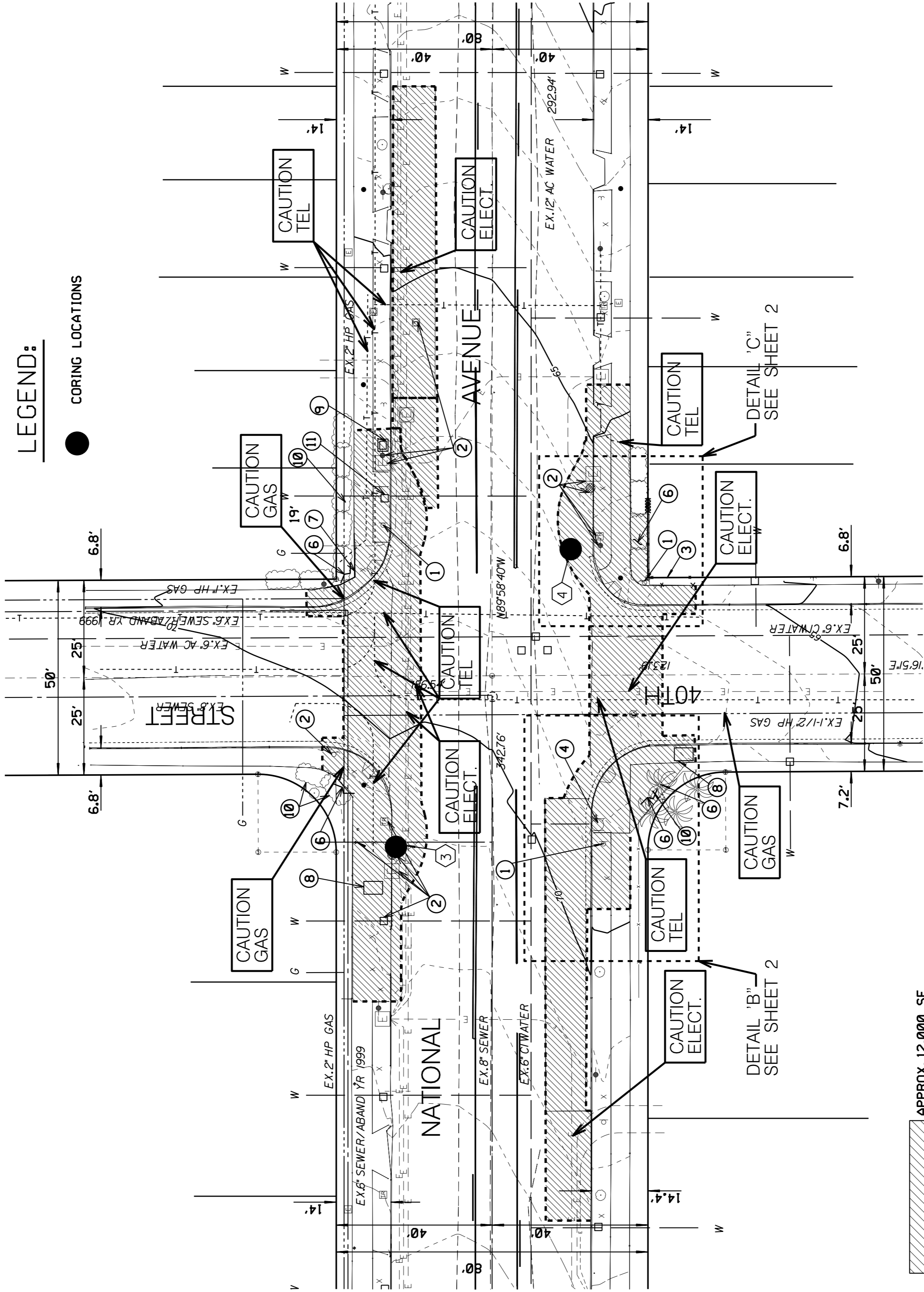


CORING INFORMATION				
CORE NO.	ADDRESS	LOCATION •	PAVEMENT INFORMATION	COMMENTS
①	NORTHWEST CORNER OF 40TH ST AND ALPHA ST.	6' FROM CURB	4 1/2" AC	3 AC LAYERS
②	NORTHEAST CORNER OF 40TH ST AND ALPHA ST	6' FROM CURB	5" AC	3 AC LAYERS
③	NORTHWEST CORNER OF 40TH ST AND NATIONAL AVE.	3' FROM CURB	11/2" AC PLUS 9" OF PCC	1 AC LAYER
④	SOUTHEAST CORNER OF 40TH ST AND NATIONAL AVE.	6' FROM CURB	2 1/2" AC PLUS 4" OF PCC	1 AC LAYER

• LOCATIONS SHOWN ON PLAN VIEW ARE APPROXIMATE

LEGEND:

CORING LOCATIONS



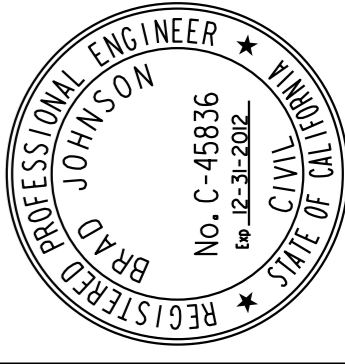
APPROX. 12,000 SF

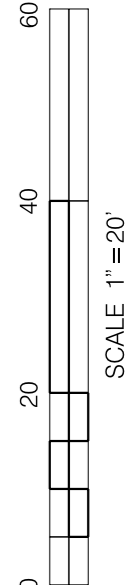
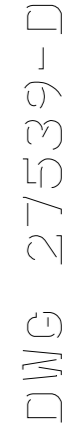
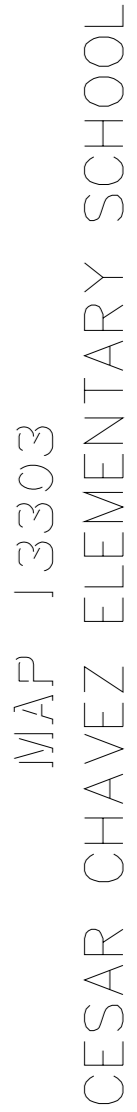
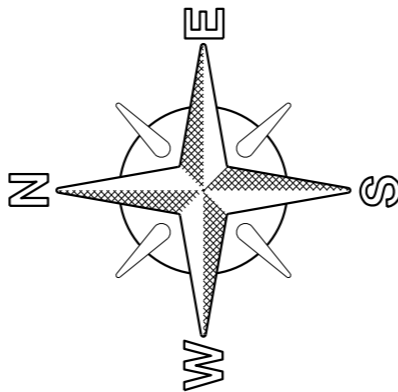
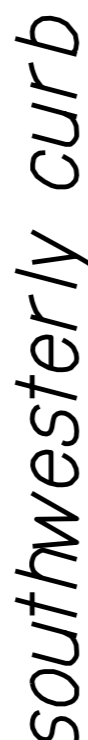
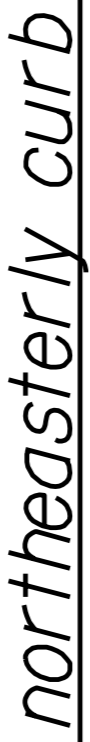
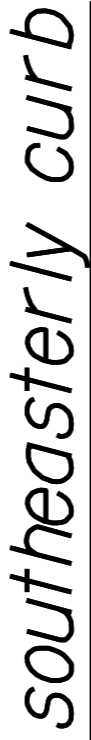
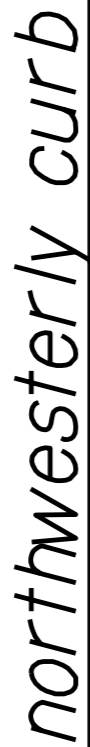
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1-D

PLANS FOR THE CONSTRUCTION OF
40TH /ALPHA STREET – POP OUTS
40TH /NATIONAL AVE. – POP OUTS
DEMOLITION PLAN

CITY OF SAN DIEGO CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT	B-1054 WBS B-1055					
SHEET 3 OF 6 SHEETS						
DATE 05-18-12						
FOR CITY ENGINEER	SECTION HEAD					
BY EEL	MARK GIANDONI ASSOCIATE ENGINEER					
ORIGINAL	MARIA CUNNINGHAM PROJECT ENGINEER					
	192-1734 CDS&I COORDINATOR					
CONTRACTOR DATE STARTED	36578-3-D					
DRAWN BY DATE COMPLETED						





COORDINATE & CURB DATA TABLE							
NO.	NORTHING	EASTING	EVENT	Δ OR BEARING	RADIUS	LENGTH	REMARKS
(1)	1832799.31	6297588.94	POB	N 88°5'56" E		0.0'	JOIN EX CURB & BEGIN CURB & GUTTER PER G-2
(2)	1832799.31	6297589.05	PC	= 28°17'59"	16.00'	7.09'	CURB & GUTTER PER G-2
(3)	1832797.63	6297596.69	PT	S 63°26'06" E		10.81'	CURB & GUTTER PER G-2
(4)	1832792.79	6297606.35	PC	= 39°16'29"	10.00'	6.85'	CURB & GUTTER PER G-2
(5)	1832791.98	6297613.02	PCC	= 77°46'01"	30.00'	40.72'	CURB & GUTTER PER G-2
(6)	1832821.50	6297636.42	PCC	= 28°03'39"	5.00'	2.45'	CURB & GUTTER PER G-2
(7)	1832823.84	6297635.82	PT	N 28°32'14" W		6.66'	CURB & GUTTER PER G-2
(8)	1832829.69	6297632.63	PC	= 28°30'21"	20.00'	9.95'	CURB & GUTTER PER G-2
(9)	1832839.24	6297630.20	PT				END CURB & GUTTER PER G-2 JOIN EX CURB
(10)	1832839.42	6297670.68	PC	= 29°06'56"	20.00'	10.16'	JOIN EX CURB & BEGIN CURB & GUTTER PER G-2
(11)	1832829.68	6297668.21	PT	S 28°45'55" W	—	6.58'	CURB & GUTTER PER G-2
(12)	1832823.91	6297665.04	PC	= 28°03'36"	5.00'	2.45'	CURB & GUTTER PER G-2
(13)	1832821.57	6297664.43	PCC	= 58°09'33"	30.00'	30.45'	CURB & GUTTER PER G-2
(14)	1832795.91	6297678.28	PCC	= 59°06'40"	10.00'	10.32'	CURB & GUTTER PER G-2
(15)	1832795.39	6297688.14	PT	N 63°26'06" E	—	3.82'	CURB & GUTTER PER G-2
(16)	1832797.10	6297691.55	PC	= 27°31'36"	20.00'	9.61'	CURB & GUTTER PER G-2
(17)	1832799.21	6297700.83	PT				END CURB & GUTTER PER G-2 JOIN EX CURB
(18)	1832759.09	6297592.38	PC	= 26°30'05"	20.00'	9.25'	JOIN EX CURB & BEGIN CURB & GUTTER PER G-2
(19)	1832761.20	6297601.30	PT	N 63°26'06" E	—	3.94'	CURB & GUTTER PER G-2
(20)	1832762.96	6297604.82	PC	= 35°17'36"	10.00'	6.16'	CURB & GUTTER PER G-2
(21)	1832763.90	6297610.81	PCC	= 8°23'10"	30.00'	42.61'	CURB & GUTTER PER G-2
(22)	1832734.18	6297636.26	PCC	= 28°39'03"	10.00'	5.00'	CURB & GUTTER PER G-2
(23)	1832729.39	6297635.03	PT	S 28°45'55" W	—	5.26'	CURB & GUTTER PER G-2
(24)	1832724.78	6297632.50	PC	= 28°41'51"	20.00'	10.02'	CURB & GUTTER PER G-2
(25)	1832715.18	6297630.03	PT				END CURB & GUTTER PER G-2 JOIN EX CURB
(26)	1832718.32	6297670.19	PC	= 28°07'55"	10.00'	4.91'	JOIN EX CURB & BEGIN CURB & GUTTER PER G-2
(27)	1832723.03	6297668.98	PT	= N 28°32'14" W	—	7.34	CURB & GUTTER PER G-2
(28)	1832729.47	6297665.47	PC	= 28°39'06"	10.00'	5.00'	CURB & GUTTER PER G-2
(29)	1832734.27	6297664.26	PCC	= 61°45'50"	30.00'	32.30'	CURB & GUTTER PER G-2
(30)	1832760.64	6297680.09	PCC	= 48°37'18"	10.00'	8.49'	CURB & GUTTER PER G-2
(31)	1832761.20	6297688.30	PT	S 69°34'00" E	—	2.46'	CURB & GUTTER PER G-2
(32)	1832760.34	6297690.61	PC	= 19°17'11"	20.00'	6.73'	CURB & GUTTER PER G-2
(33)	1832759.08	6297697.19	PT	S 88°51'11" E	—	3.28'	CURB & GUTTER PER G-2
(34)	1832759.02	6297700.47	POE				END CURB & GUTTER PER G-2 JOIN EX CURB
(35)	1832791.74	6297610.82					CENTER OF PED RAMP NW CORNER-TYPE A
(36)	1832819.50	6297636.37					CENTER OF PED RAMP NW CORNER-TYPE A
(37)	1832819.57	6297664.47					CENTER OF PED RAMP NE CORNER-TYPE A
(38)	1832795.19	6297679.63					CENTER OF PED RAMP NE CORNER-TYPE A
(39)	1832764.01	6297609.70					CENTER OF PED RAMP SW CORNER-TYPE A
(40)	1832736.50	6297636.17					CENTER OF PED RAMP SW CORNER-TYPE A
(41)	1832736.50	6297664.35					CENTER OF PED RAMP SW CORNER-TYPE A
(42)	1832760.97	6297680.77					CENTER OF PED RAMP SE CORNER-TYPE A



1) CONTRACTOR SHALL NOTIFY RESIDENT ENGINEER AND U.S. POSTAL SERVICE-CATHERINE FOSTER AT (858) 674-0509 OF A MINIMUM OF (10) WORKING DAYS PRIOR TO REMOVAL AND INSTALLATION OF NEW U. S. MAIL BOX.

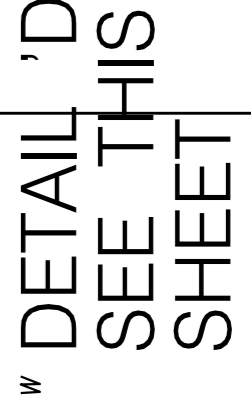
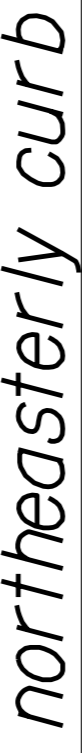
2) EXIST. U.S. MAIL BOX SHALL NOT BE REMOVED PRIOR TO INSTALLATION AND ACCEPTANCE OF NEW MAIL BOX.

3) U.S. MAIL BOX SHALL BE CBU MODEL: VITALITY TYPE II 570-12 OR EQUIVALENT. COLOR SHALL BE SANDSTONE OR EQUIVALENT.

4) ONCE THE MAIL BOX HAS BEEN ORDERED, IT TAKES APPROX. 5 WORKING DAYS FOR DELIVERY.

[illegible]

COORDINATE & CURB DATA TABLE



1 THE CONTRACTOR SHALL NOTIFY RESIDENT ENGINEER
(5) WORKING DAYS PRIOR TO ANY WORK ON THE
FIRE HYDRANT.
CONTRACTOR SHALL DISPOSE OF THE EXISTING
FIRE HYDRANT

1 THE CONTRACTOR SHALL NOTIFY RESIDENT ENGINEER
(5) WORKING DAYS PRIOR TO ANY WORK ON THE
FIRE HYDRANT.
CONTRACTOR SHALL DISPOSE OF THE EXISTING
FIRE HYDRANT

SAN DIEGO, CALIFORNIA
D CAPITAL PROJECTS DEPARTMENT

IMPROVEMENT PLAN - 2

2-

