City of San Diego

CONTRACTOR'S	NAME:
ADDRESS:	
TELEPHONE NO.	: FAX NO.:
CITY CONTACT:	Damian Singleton, Contract Specialist, Email: Dsingleton@sandiego.gov
	Phone No. (619) 533-3482, Fax No. (619) 533-3633
	J Gallardo / B Doringo / LJI

CONTRACT DOCUMENTS



FOR

Group Job 13B Curb Ramps

VOLUME 1 OF 2

BID NO.:	L-15-1242-DBB-1
SAP NO. (WBS/IO/CC):	B-13063
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	2
PROJECT TYPE:	IJ

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ► COMPETITION RESTRICTED TO: SLBE-ELBE □ or ELBE FIRMS ONLY .
- ➢ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐
- > APPRENTICESHIP

BID DUE DATE:

1:30 PM DECEMBER 11, 2014 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 1010 SECOND AVENUE, 14th FLOOR, MS 614C SAN DIEGO, CA 92101

ENGINEER OF WORK

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

For City Engineer

Date

Seal



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

- 1. LIMITED COMPETITION: This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List in accordance with the designation stated on the cover page hereof. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <u>http://www.sandiego.gov</u>.
- 2. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **Group Job 13B Curb Ramps** (Project).
- **3. SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
- 4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. SUBCONTRACTING PARTICIPATION PERCENTAGES:

- **5.1.** The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
- **5.2.** The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 23.7%.

5.3. For additional Equal Opportunity Contracting Program requirements, see Attachment C.

6. **PRE-BID MEETING:**

- 6.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101 at 10:00 A.M., on November 18, 2014.
- **6.2.** All potential bidders are encouraged to attend.

6.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

7. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

7.1. <u>**Prior**</u> to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based contract compliance website, Prism®, located here:

https://pro.prismcompliance.com/default.aspx.

- **7.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- **8. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- 9. **PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract.
- 10. PREVAILING WAGE RATES: Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - **10.1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 10.2. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of diem per wages also mav be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - **10.3.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with

the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- **10.4. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- **10.5. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- **10.6. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- **10.7.** Working Hours. Contractor and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **10.8. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- **10.9.** Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
 - **10.9.1.** Labor Compliance Program. The City has its own Labor Compliance Program as authorized by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred.

11. INSURANCE REQUIREMENTS:

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

12. PREQUALIFICATION OF CONTRACTORS:

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

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

- **12.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or <u>dstucky@sandiego.gov</u>.
- **13. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

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

- 14. 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.
- **15. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- **16. 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.
- **17. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

18. AWARD PROCESS:

- **18.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **18.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **18.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- **19. SUBCONTRACT LIMITATIONS**: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 20. AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

21. SUBMISSION OF QUESTIONS:

21.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracting Group 1010 Second Avenue, 14th Floor San Diego, California, 92101 Attention: [Contract Specialist listed on the front cover hereof]

OR:

Email address of the Contract Specialist listed on the front cover hereof.

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

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

25. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):

- **25.1.** With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- **25.2.** The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- **25.3.** A Bid received without the specified bid security will be rejected as being **non-responsive**.

26. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **26.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **26.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- **26.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- **26.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- **26.5.** A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

- **26.6.** The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- **26.7.** Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- **26.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

27. BID RESULTS:

- **27.1.** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page <u>http://www.sandiego.gov/cip/index.shtml</u>, with the name of the newly designated Apparent Low Bidder.
- **27.2.** To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

28. THE CONTRACT:

- **28.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- **28.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- **28.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- **28.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

- **28.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- **29. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **30. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **30.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **30.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **30.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - **30.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **30.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - **30.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - **30.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

31. PRE-AWARD ACTIVITIES:

- **31.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive.**
- **31.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

32. REQUIRED DOCUMENT SCHEDULE:

- **32.1.** The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
- **32.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
6.	BID SUBMITTAL 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 principal individual owners of the Apparent Low Bidder
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
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	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS

AGREEMENT

CONTRACT FORMS

CONSTRUCTION CONTRACT

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

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled <u>Group Job 13B Curb Ramps</u> on file in the office of the Public Works Department as Document No. <u>B-13063</u> as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Group Job 13B Curb Ramps**, Bid Number **L-15-1242-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 the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

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 <u>§22.3102</u> authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

By

Print Name: _____

Stephen Samara Senior Contract Specialist

23-Date:

Jan I. Goldsmith, City Attorney
By
By

1AN GERR Print Name: Deputy City Attorney

Date:

CONTRACTOR

By

Print Name: AHMAO HASHMI

Title:

Date: 1/12/15

City of San Diego License No.: B200300 :479

State Contractor's License No.: 798383

Group Job 13B Curb Ramps Contract Forms Volume 1 of 2 (Rev. Mar. 2014)

CONTRACT FORMS

ATTACHMENTS

.

Group Job 13B Curb Ramps Contract Forms Attachments Volume 1 of 2 (Rev. Mar. 2014)

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

A.B. HASHMI, INC. ______, a corporation, as principal, and ______, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of <u>ONE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND 00/100 (\$139,995.00)</u> for the faithful performance of the annexed contract, and in the sum of <u>ONE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND 00/100 (\$139,995.00)</u> for the faithful performance of the annexed contract, and in the sum of <u>ONE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND 00/100 (\$139,995.00)</u> for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract <u>Group Job 13B Curb Ramps</u>, Bid Number <u>L-15-1242-DBB-1</u> San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

Bond Number: 802670P Premium: \$2,800.00 Premium is for contract term and subject to adjustment based on final contract price.

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

A B Hashmi, Inc.	a corporation, as principal, and
Indemnity Company of California	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 mu	nicipal corporation in the sum of
One Hundred Thirty Nine Thousand Nine Hundred Ninety Five (\$139, 995.00) dollars	or the faithful performance of the Hundred Ninety Five (\$139, 995.00) dollars
* One Hundred Thirty Nine Thousand Nine annexed contract, and in the sum of	Hundred Ninety Five (\$139, 995.00) dollars for the
hanget of the group and motion and designed holes.	

benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract <u>Group Job 13B Curb Ramps</u>, Bid Number <u>L-15-1242-DBB-1</u> San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

CONTRACT FORMS ATTACHMENTS (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_December 24, 2014

Approved as to Form and Legality

A B Hashmi, Inc. Principal By

MASHMI HMAD

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney B

Approved:

By

Deputy City Antoniey

Mayor or Designee

ZNA

Indemnity Company of California

Suretv By Mtomey-in)fac Audrey Rodriguez

17771 Cowan

Local Address of Surety

Irvine, CA 92614

Local Address (City, State) of Surety

619-521-9686

Local Telephone No. of Surety

Premium \$<u>2,800.00</u>

Bond No. 802670P

Group Job 13B Curb Ramps Contract Forms Attachments Volume 1 of 2 (Rev. Mar. 2014) 20 | Page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of <u>California</u>		
County of San Diego		
On December 24, 2014 before me,	B. Lafrenz	, Notary Public
personally appeared	Audrey Rodriguez	
within instrument and acknowledged to	me that We/she/tWey execute	rson(\$) whose name(\$) is/#/e subscribed to the ed the same in W/s/her/th#/ir capacity(#/#/s), and the entity upon behalf of which the person(\$)
B. LAFRENZ Commission # 201 Notary Public - Calif	of the state of th	ler PENALTY OF PURJURY under the laws of California that the foregoing paragraph is rect.
San Diego Count My Comm. Expires Mar 2		ny hand and official seal.
	6/	. la.
	Signature of	Notary
		<u> </u>
Though the data below is not required by la fraudulent reattachment of this form.	optional v, it may prove valuable to perso	ons relying on the document and could prevent
CAPACITY CLAIMED BY S	IGNER DESCRIPT	TON OF ATTACHED DOCUMENT
INDIVIDUAL INDIVIDUAL		
CORPORATE OFFICER	Title or Typ	e of Document
PARTNER(S) MEMBER of LLC	Number of	Pages
 ✓ ATTORNEY-IN-FACT ☐ TRUSTEE(S) 		
GUARDIAN/CONSERVATOR	Date of Doc	ument
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(I SURETY	,	er than named above
· · · · · · · · · · · · · · · · · · ·		
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POWER OF ATTORNEY FOR DEVELOPERS SURETY AND INDEMNITY COMPANY INDEMNITY COMPANY OF CALIFORNIA PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Larry D. Cogdill, Michael W. Thomas, Brooke Lafrenz, Gladys Rogers, Audrey Rodriguez, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: AND Daniel Young, Senior Vice-President an OCT. 5 By: 1967 936 Mark J. Lansdon, Vice-President State of California County of Orange November 21, 2013 before me. Antonio Alvarado, Notary Public On Here Insert Name and Title of the Officer Date Daniel Young and Mark J. Lansdon personally appeared 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. ANTONIO ALVARADO COMM. # 2033556 I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is TARY PUBLIC CALIFORNIA true and correct. **ORANGE COUNTY** My comm. expires Aug. 9, 2017 WITNESS my hand and official seal, Place Notary Seal Above Signature Antonio Alvarado, Notary Public CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 24th day of December , 2014 .

Cassie J. Berrisford, Assistant Secretary

ID-1380(Rev.11/13)

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Group Job 13B Curb Ramps

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

A. B. HASHMI, 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	RAL	•	
Printed Name	AHMAN	HASHMI	
Title	CEC	2	

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Group Job 13B Curb Ramps

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

A. B. HASHMI, 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	Rik		
Printed Name	AHMAO	HASHMI	
Title	LED		

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Group Job 13B Curb Ramps

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

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

Dated this 12	Day of JAN	, 2015		
	Signed	RA	<u> </u>	
	Printed Name	Atimano	HASHMI	
	Title	LEO		

AFFIDAVIT OF DISPOSAL

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

Group Job 13B Curb Ramps

(Name of Project)

as particularly described in said contract and identified as Bid No. <u>L-15-1242-DBB-1</u> SAP No. (WBS/IO/CC) <u>B-13063</u> and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

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

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

Dated this ______, _____,

Contractor

by

ATTEST:

State of _____ County of

On this _____ DAY OF ____, 2___, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____

known to me to be the <u>Contractor</u> named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

ATTACHMENTS

ATTACHMENT A SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK: Project Group Job 13B Curb Ramps will install curb ramps, sidewalk, additional 6-inch curb, curb and gutter, alley aprons and driveways to meet current ADA standards at various locations along and adjacent to Denver Street. Improvements to be done according to these plans, specifications and standard drawings of the City of San Diego.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids and Plans numbered **37756-01-D** through **37756-07-D**, inclusive.
- 2. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$150,000.
- **3. LOCATION OF WORK:** See the location map attached.
- 4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **66 Working Days**.
- 5. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
 - **5.1.** The City has determined the following licensing classification(s) for this contract:
 - CLASS A

ATTACHMENT B

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ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

ATTACHMENT D

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ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

- **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
 - 2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.
- **2-5.3.1 General.** To the City Supplement, ADD the following
 - 7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

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

The Product Submittal Form is available for download at:

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

SECTION 4 - CONTROL OF MATERIALS

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

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

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) **no less than 15 Working Days prior to Bid due date** and on the City's Product Submittal Form available at.

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

- 1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.

- 4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- 5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

- **7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

- **7-3.5.2.1** Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- **7-3.6** Deductibles and Self-Insured Retentions. You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- **7-3.8** Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- **7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- **7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

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

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

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

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

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

7-4.1.1 Waiver of Subrogation.

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

- **7-10.5.3 Steel Plate Covers.** Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 ³/₄".
- **7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

- 1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
- 2. The Contractor will perform the community outreach activities required throughout the Contract Time.
- 3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example

duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDShare site:

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

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

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

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

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

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

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

7-16.2 Submittals.

- 1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval.

- b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer.
- 2. The Contractor will use the City's SDShare site to identify and summarize communications (via phone, in person, and email) with the public the within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDShare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.3 Public Notice by Contractor.

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

7-16.4 Quality Assurance.

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

7-16.5 Communications with the Public.

- 1. The Contractor shall provide updates on construction impacts to the Resident Engineer. The Contractor shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
- 2. The Contractor shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.

- 3. At the request of the Resident Engineer, the Contractor shall attend and participate in project briefings at community meetings.
- 4. The Contractor shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

7-16.6 Communications with Media.

- 1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
- 2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.
- 3. In the event media representatives arrive near or on the construction site(s), the Contractor shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.
- 4. The Contractor shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).
- 5. If the City allows members of the media to access a construction site, the Contractor shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.
- 6. The Contractor shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.
- 7. The Contractor has a right to speak to members of the media about its company and its role on the project. All other questions shall be referred to the City.

7-16.7 Exclusive Community Liaison Services.

If directed to conduct Exclusive Community Liaison Services, the Contractor shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be as follows:

- 1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
- 2. Notify businesses, institutions, property owners, and residents of the commencement of construction activities and utility service interruptions not less than 5 days in advance.

- 3. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
- 4. Prepare and present of materials in coordination with the Resident Engineer (the City's standards and guidelines for the communication materials are available for review by Bidders by sending a request to the Contract Specialist).
- 5. Respond to community questions and complaints related to Contractor activities.
- 6. Write, edit, update, or produce brochures, pamphlets and news releases.
- 7. Provide standard telephone inquiries and e-mail responses:
 - a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on the City's SDShare site.
- 8. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
- 9. Attendance at pre-construction, community and stakeholders meetings.
- 7-16.7.1 Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) as specified within 15 days of the Award of the Contract.
- **7-16.8 Payment.** The Payment for the community outreach and public notices is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services" when provided as a separate Bid item." If no Bid item has been provided the payment is included in the various Bid items.
- 7-20 **ELECTRONIC COMMUNICATION.** ADD the following:

Virtual Project Manager will be used on this contract.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

ADD:

- **307-2** Payment to the City Supplement. Add the following:
 - 4. Payment for Removal and Reinstallation of Traffic Signs shall be included in the bid item "Remove & Reinstall Traffic Signs."

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a **Notice of Exemption** for **Group Job 13B CR DS**, as referenced in the Contract Appendix. You must comply with all requirements of the **Notice of Exemption** as set forth in the Contract Appendix.

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: <u>X</u> 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.: B-13063.02.06 PROJECT TITLE: 13B BOND CURB RAMP OBSTRUCTION DISABLED SERVICES

PROJECT LOCATION-SPECIFIC: Sidewalk Curb Ramps In Public Right-Of-Way Along Denver St., Between Clairemont Drive And Milton St., Within The Clairemont Mesa Community Planning Area.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The proposed project will install missing curb ramps at various locations along Denver St. This project may provide curb and gutter, street overlay, curb inlets and relocate traffic signs and traffic striping at the intersections. This is an ADA federal requirement and mandate. The missing curb ramps represent a safety concern to individuals with mobility and/or visual disabilities, because they cannot safely navigate the intersection due to present conditions.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City Of San Diego, Public Works/Engineering & Capital Projects Dept. Gjaidan Stewart, 600 B St, Ms 908A, San Diego, Ca 92101 (619) 533-3783

EXEMPT STATUS: (CHECK ONE)

MINISTERIAL (SEC. 21080 (b) (1); 15268);

DECLARED EMERGENCY (SEC. 21080 (b) (3); 15269(a));

EMERGENCY PROJECT (SEC. 21080 (b) (4); 15269 (b) (c))

CATEGORICAL EXEMPTION. STATE TYPE AND SECTION NUMBER: 15301 EXISTING FACILITIES

STATUTORY EXEMPTIONS. STATE CODE NUMBER: N/A

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review which determined that the improvements are located within the public right of way and all improvements occur in non-sensitive areas. 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 15301(C) EXISTING FACILITIES and does not trigger any of the exceptions to categorical exemptions found in State CEQA Guideline § 15300.2.

LEAD AGENCY CONTACT PERSON: Myra Herrmann, Senior Planner

TELEPHONE: (619) 446-5372

IF FILED BY APPLICANT:

- 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
- 2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?

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

una TURE

SENIOR PLANNER

<u>January 15, 2013</u> DATE

CHECK ONE: (X) SIGNED BY LEAD AGENCY () SIGNED BY APPLICANT

Revised 010410mjh Group Job 13B Curb Ramps Appendix A – Notice of Exemption Volume 1 of 2 (Rev. Mar. 2014) DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

- 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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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2OF 10	EFFECTIVE DATE October 15, 2002
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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. **<u>POLICY</u>**

- 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 ¹/₂" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

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

Process for Issuance

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

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

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

4.7 **Relocation of Existing Fire Hydrant Meters**

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

4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. MOBILE METER

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

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	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	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT	PAGE 90F 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

7. <u>FEE AND DEPOSIT SCHEDULES</u>

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

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

8. 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	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 10 OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	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).

Larry Gardner Water Department Director

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

APPENDIX

Administering Division:	Customer Support Division
Subject Index:	Construction Meters Fire Hydrant Fire Hydrant Meter Program Meters, Floating or Vehicle Mounted Mobile Meter Program, Fire Hydrant Meter
Distribution:	DI Manual Holders

PUBLIC UTILITIES UVArant	NAster	(EXHIBIT A)	(For Office Use C	nly)
Water & Wastewater Hydrant	ivieter	NS REQ		C#
		DATE	ВҮ	
	ER SHOP (619) 527-744	19 Application Date	Bogur	ested Install Date:
Meter Information		Application Date	Reque	sted instan Date:
Fire Hydrant Location: (Attach Detailed Map//Tho	mas Bros. Map Location or	Construction drawing.) <u>Zip:</u>	<u>T.B.</u>	<u>G.B.</u> (CITY US
Specific Use of Water:			<u>_</u>	
Any Return to Sewer or Storm Drain, If so , explain	n:	· · · · · · · · · · · · · · · · · · ·		
Estimated Duration of Meter Use:			Check	Box if Reclaimed Water
ompany Information	<u>Construction of the second </u>	and an		
Company Name:				
Mailing Address:				
City:	State:	Zip:	Phone: (
Business license#	*(Contractor license#		/
A Copy of the Contractor's license OR	Business License is re	quired at the time	of meter issua	ince.
Name and Title of Billing Agent:			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:	
Cal ID#		··· · · · · · · · · · · · · · · · · ·	Phone: ()
ignature:	•	Date:		
uarantees Payment of all Charges Resulting from the us	se of this Meter. <u>Insures that er</u>	nployees of this Organization	understand the pro	per use of Fire Hydrant Met
	\$.	٤		
Fire Hydrant Meter Remova			emoval Date:	
Provide Current Meter Location if Different from A	bove:	I	<u></u>	·····
ignature:		Title:		Date:
	Dec	ger: ()		
Phone: ()	Pag			
hone: ()	Pdg			

Contract Acct #:	Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00			
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7			
Backflow #	Backflow Size:	Backflow Make and Style:			
Name:	Signature:	Date:			

Group Job 13B Curb Ramps Appendix B - Fire Hydrant Meter Program Volume 1 of 2 (Rev. Mar. 2014)

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party Company Name and Address Account Number:

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

.

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D

SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123				Contractor's Name:							
				Contract	Contractor's Address:						
SAP No	. (WBS/IO/CC):										
					Contractor's Phone #: Invoice No.						
Resident Engineer (RE):					Contractor's Fax #:				Invoice Date:		
			Contact Name: Billing Period:								
			Contra	ct Authorizati	on		Previous Estimate This Estimate			Totals to Date	
Item #	Item Description	Unit	Qty	Price	Extension		Amount			% / OTY	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						
	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
	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						
11.2	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.3	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
	Certified Payroll	LS	1	\$1.400.00	\$1,400.00						
12	CHANGE ORDERS	LS	-	\$1,400.00	\$1,400.00						
Change	Order 1	4,890									
Items 1		4,070			\$11,250.00						
	 Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)						
	Order 2	160,480	120	-\$55.00	(\$0,500.00)						
Items 1		100,400			\$95,000.00						
	Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)						
	Encrease bid Item 9	LF	8	\$9,800.00	\$78,400.00						
	Order 3 (Close Out)	-121,500			,						
	Deduct Bid Item 3		53	-500.00	(\$26,500.00)						
Item 2 l	Deduct Bid Item 4	LS	-1	45,000.00	(\$45,000.00)						
Items 3-	-9		1	-50,500.00	(\$50,500.00)						
5	SUMMARY							Total This	\$ -	Total Billed	\$0.00
	inal Contract Amount						Rot				
	roved Change Order 1 Thru 3	<u>├</u>					Retention and/or Escrow Payment Schedule Total Retention Required as of this billing				
	l Authorized Amount (A+B)	<u> </u>				Previous Retention Withheld in PO or in Escrow					
	Billed to Date					Add'I Amt to Withhold in PO/Transfer in Escrow:					
	Total Retention (5% of D)					Amt to Release to Contractor from PO/Escrow:					
	Total Previous Payments										
	nent Due Less Retention					Contractor Signature and Date:					
H. Rem	aining Authorized Amount										

APPENDIX E

LOCATION MAP



Date: May 13, 2014

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SanGIS

APPENDIX F

ADJACENT PROJECTS


PREDESIGN LOCATION MAP

WATER AND SEWER GROUP 955 PUBL

PREDESIGN SENIOR ENGINEER ALEX GARCIA (619)-533-3634

PREDESIGN PROJECT ENGINEER LORI TAKAFUJI (619) 533-3779 PREDESIGN PROJECT MANAGER TINA HUANG (619) 533-3863

PREDESIGN DRAFTER TEDDY RAMOS (619) 533-3734





Community Name: Pacific Beach, Clairemont Mesa Linda Vista, Kearny Mesa, Serra Mesa

Council District: 2,6,7

SAP ID# B13186 (W) B14069 (S)

Date: 3-20-2014 Group Job 13B Curb Ramps Appendix F- Adjacent Projects Volume 1 of 2 (Rev. Mar. 2014)

S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drafting\Water & Sewer Projects\Water and Sewer Projects\Water and Sewer Group Job 955\CIP Tracking\Location Maps

ATTACHMENT F

INTENTIONALLY LEFT BLANK

City of San Diego A.B. Hashmi, Inc.

CONTRACTOR'S NAME:__

TELEPHONE NO.:

ADDRESS:

13066 Deer Canyon Court San Diego, CA 92131

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

J Gallardo / B Doringo / LJI

CONTRACT DOCUMENTS



FOR

Group Job 13B Curb Ramps

VOLUME 2 OF 2

BID NO.:	L-15-1242-DBB-1
SAP NO. (WBS/IO/CC):	B-13063
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	2
PROJECT TYPE:	IJ

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM. \triangleright

COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY. \triangleright

PREVAILING WAGE RATES: STATE 🔀 FEDERAL 🗌 \geq

 \triangleright APPRENTICESHIP

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

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

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

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

PROPOSAL

Bidder's General Information

To the City of San Diego:

Volume 2 of 2 (Rev. Apr. 2014)

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted	/	
(2) Signature (Given and surname) of proprietor		
(3) Place of Business (Street & Number)		
(4) City and State		Zip Code
(5) Telephone No	Facsimile No	
(6) Email Address		
IF A PARTNERSHIP, SIGN HERE: (1) Name under which business is conducted		
(1) Name under winen business is conducted		
Group Job 13B Curb Ramps Bid / Proposal		3 Page

r X

			. /
(3)	Signature (Note: Sig	nature must be made by	a general partner)
	Full Name and Chara	cter of partner	
(4)	Place of Business (St	røet & Number)	
(5)	City and State	, 	Zip Code
(6)	Telephone No		Facsimile No.
	ORPORATION, SIG		
(1)	Name under which bu	usiness is conducted	A. B. HASHMI, INC. zed to sign for the corporation:
(1)	Name under which bu	usiness is conducted	A. B. HASHMI, INC.
(1)	Name under which bu	usiness is conducted al title of officer authoriz (Signature)	A. B. HASHMI, INC. zed to sign for the corporation:
(1)	Name under which bu Signature, with offici	usiness is conducted al title of officer authoriz	A. B. HASHMI, INC. zed to sign for the corporation:
(1)	Name under which bu Signature, with offici	usiness is conducted al title of officer authoriz (Signature) HASHM (Printed Name) CED	A. B. HASHMI, INC. zed to sign for the corporation:
(1)	Name under which bu Signature, with offici	usiness is conducted al title of officer authoriz (Signature) HASHMI (Printed Name)	A. B. HASHMI, INC. zed to sign for the corporation:
(1) (2)	Name under which bu Signature, with offici R AKMAO	usiness is conducted al title of officer authoriz (Signature) HASHM (Printed Name) CEV (Title of Officer)	A. B. HASHMI, INC. zed to sign for the corporation:
(1) (2) (3)	Name under which bu Signature, with offici R AHMAD	usiness is conducted al title of officer authoriz (Signature) HASHM (Printed Name) CEV (Title of Officer) the laws of the State of 13066 I	A. B. HASHMI, INC. zed to sign for the corporation: (Impress Corporate Seal Here CAUGO ANIA
 (1) (2) (3) (4) 	Name under which bu Signature, with offici R AHMAD Incorporated under th Place of Business (Str	usiness is conducted al title of officer authoriz (Signature) HASHM (Printed Name) CEV (Title of Officer) te laws of the State of	A. B. HASHMI, INC. zed to sign for the corporation: (Impress Corporate Seal Here CAUGO ANIA
 (1) (2) (3) (4) (5) 	Name under which bu Signature, with offici R AHMAD Incorporated under th Place of Business (Str City and State <u>\$ A</u>	usiness is conducted al title of officer authoriz (Signature) <u>HASHM</u> (Printed Name) <u>CEV</u> (Title of Officer) the laws of the State of 13066 I reet & Number) SAN DI N DIELO, CA	A. B. HASHMINC. zed to sign for the corporation: (Impress Corporate Seal Here <u>CAUSONNA</u> DEER CANYON CT. IEGO, CA 92131 Zip Code <u>9277 921</u>
 (1) (2) (3) (4) (5) (6) 	Name under which bu Signature, with offici R AHMAD Incorporated under th Place of Business (Str City and State <u>\$ A</u>	usiness is conducted al title of officer authoriz (Signature) <u>HASHM</u> (Printed Name) <u>CEV</u> (Title of Officer) the laws of the State of 13066 I reet & Number) SAN DI N DIELO, CA	A. B. HASHMI, INC. zed to sign for the corporation: (Impress Corporate Seal Here <u>CAUSONNA</u> DEER CANYON CT. IEGO, CA 92131 Zip Code <u>927 921</u> Facsimile No. <u>858-433-721</u>

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION	<u> </u>	
LICENSE NO. 79:383	EXPIRES 13116	,2016

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 IDENTIFI	CATION NUMBER (TIN):		
Email Address:	info@abhashmi.com		

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature Ry	Title <u>LEO</u>
SUBSCRIBED AND SWORN TO BEFORE ME, THIS Notary Public in and for the County of <u>San Die</u>	·
Nunat Hashini (NOTARIAL SEAL) NOTARIAL SEAL) NOTARY PUBLIC - CALIN SAN DIEGO COUN Commission Expires October 3	MI 8179 FORNIA 50, 2018 30, 2018 50

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

State of California)		
) ss.		
County of SAN DIEGO)		
AHMAD HASHMI		, being first duly sworn,	deposes and
says that he or she isCE	~	of the party making th	ne foregoing
bid that the bid is not made in the	e interest of, or or	behalf of, any undisclosed person,	partnership,
company, association, organizatior	, or corporation;	that the bid is genuine and not collus	ive 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 i	ndirectly colluded	, conspired, connived, or agreed wit	h any bidder
or anyone else to put in a sham bio	l, or that anyone s	shall refrain from bidding; that the bi	dder has not
in any manner, directly or indire	ectly, sought by	agreement, communication, or conf	ference with
anyone to fix the bid price of the	bidder or any oth	er bidder, or to fix any overhead, p	rofit, or cost
element of the bid price, or of that	of any other bidd	ler, or to secure any advantage again	st the public
body awarding the contract of a	anyone interested	in the proposed contract; that al	1 stateménts
contained in the bid are true; and f	urther, that the bi	dder has not, directly or indirectly, s	ubmitted his
or her bid price or any breakdown	n thereof, or the c	contents thereof, or divulged information	ation or data
relative thereto, or paid, and wi	ill not pay, any	fee to any corporation, partnershi	p, company
association, organization, bid depo	sitory, or to any 1	nember or agent thereof to effectuate	e a collusive
or sham bid.			
		4	
Signed:		A.	
S.B.1001			
Title:		LED	

Subscribed and sworn to before me this <u>Ist</u> day of <u>Decender</u> 2014 <u>Nurat Hashni</u> (SEAL) NOTARY PUBLIC - CALIFORNIA E SAN DIEGO COUNTY Commission Expires October 30, 2018 6 | Page

Group Job 13B Curb Ramps Non-collusion Affidavit Volume 2 of 2 (Rev. Apr. 2014)

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION/REMEDIAL
Contractor	Name:	A.B. HASHMI	INC.		
Certified B	у _Ан	IMAD HASHMI		Title	CED
		Name Signature		Date _	12/11/14

USE ADDITIONAL FORMS AS NECESSARY

Group Job 13B Curb Ramps Contractors Certification of Pending Actions Volume 2 of 2 (Rev. Apr. 2014)

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

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



	COMP.	ANY INFORMATION
Company Name	A.B. Hashmi, Inc.	Contact Name: AHMAD HASHMI
Company Addre	ss: 13066 Deer Canyon Court.	
	San Diego, CA 92131	Contact Email nto@abhashmi.com
	CONTR	RACT INFORMATION
Contract Title:		Start Date:
Contract Numb	er (if no number, state location):	End Date:
	SUMMARY OF EQUAL BE	ENEFITS ORDINANCE REQUIREMENTS
 maintain equal b Contractor s Benefits i travel/rele Any bene Contractor s enrollment Contractor s Contractor s 	benefits as defined in SDMC §22.4302 for t shall offer equal benefits to employees with include health, dental, vision insurance; per pocation expenses; employee assistance prog offit not offer an employee with a spouse, is shall post notice of firm's equal benefits p periods. shall allow City access to records, when req shall submit <i>EBO Certification of Complian</i> mmary is provided for convenience. Fu	be enter into contracts only with contractors who certify they will provide and the duration of the contract. To comply: th spouses and employees with domestic partners. ension/401(k) plans; bereavement, family, parental leave; discounts, child care; grams; credit union membership; or any other benefit. not required to be offered to an employee with a domestic partner. bolicy in the workplace and notify employees at time of hire and during open quested, to confirm compliance with EBO requirements. <i>nce</i> , signed under penalty of perjury, prior to award of contract. ull text of the EBO and Rules Implementing the EBO are available at
		ENEFITS ORDINANCE CERTIFICATION
	I affirm compliance with the EBO becau Provides equal benefits to spous Provides no benefits to spouses Has no employees.	-
	made a reasonable effort but is not able t the availability of a cash equivalent for b every reasonable effort to extend all available	•
		ny false information to the City regarding equal benefits or cash equivalent nistration of any contract. [San Diego Municipal Code §22.4307(a)]
firm understands contract or pay a	s the requirements of the Equal Benefits O a cash equivalent if authorized by the City.	mia, I certify the above information is true and correct. I further certify that my Drdinance and will provide and maintain equal benefits for the duration of the 20 Jm
	HASHMI CED	14 14 14 14
<u>1</u>	Name/Title of Signatory	Signature Date
		FICIAL CITY USE ONLY
Receipt Date:	EBO Analyst:	□ Approved □ Not Approved – Reason:
		(Rev 02/15/2011)

PROPOSAL (BID)

The Bidder agrees to the construction of **Group Job 13B Curb Ramps** for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
	· · · ·		·	·	BASE BID		
1	1	LS		9-3.4.1	Mobilization	\searrow	\$2500.00
2	1	AL		9-3.5	Field Orders - Type II	\triangleright	\$7,000.00
3	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$2300.00
4	1	LS	237310	7-10.2.6	Traffic Control		\$3000.00
5	9	EA	238910	300-1.4	Small Tree Removal	\$ 2.50	\$ 22-50.00
6	1	EA	238910	300-1.4	Large Tree Removal	\$1000	\$ 1000.00
7	1	LS	238910	300-1.4	Clearing & Grubbing	\searrow	\$20000.00
8	6	LF	238910	300-1.4	Removal of Existing Wall	\$ 100	\$ 600.00
9	110	LF	237310	303-1.11	36" Gravity Wall Type C Per C-9	\$115	\$12650.00
10	5	EA	237110	303-5.10.2	Water Meter Box (Adjust to Grade)	\$ 100	\$ 500.00
11	13	EA	237310	303-5.10.2	Curb Ramp Type A with Stainless Steel Detectable Warning Tiles	\$2100	\$27300.90
12	2	EA	237310	303-5.10.2	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles	\$2000	\$4000.00

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
13	1	EA	237310	303-5.10.2	Curb Ramp Type C1 with Stainless Steel Detectable Warning Tiles	\$2500	\$2500.00
14	1	EA	237310	303-5.10.2	Curb Ramp Type C2 with Stainless Steel Detectable Warning Tiles	\$2500	\$2500.00
15	4	EA	237310	303-5.10.2	Curb Ramp Type D with Stainless Steel Detectable Warning Tiles	\$ 2000	\$ 8000.00
16	1	EA	237310	303-5.10.2	Curb Ramp Type Case B with Stainless Steel Detectable Warning Tiles	\$2000	\$2.000.00
17	650	SF	237310	303-5.9	Residential Concrete Driveway	۶ ٦	\$4550.00
18	600	SF	237310	303-5.9	Alley Apron	\$7	\$4200.00
19	2,440	SF	237310	303-5.9	4" PCC Sidewalk	\$ 6	\$14640.00
20	25	LF	237310	303-5.9	Curb & Gutter (6 Inch Curb, Type G)	\$ 30	\$ 750.00
21	13	EA	238210	307-2	Remove & Reinstall Traffic Signs	\$150	\$ (950.00
22	1,770	LF	237310	314-4.4.6	Thermoplastic Traffic Stripes	\$ 4	\$7030.00
23	1	LS	237310	314-4.3.7	Painted Pavement Markings		\$2350.00
24	210	LF	237310	303-5.9	6" Monolithic Curb	\$12.5	\$2625.00
25	1	LS	541330	701-13.8.4	Water Pollution Control Program Development		\$ 750.00
26	1	LS	237990	701-13.8.4	Water Pollution Control Program Implementation		\$2000.00
	_				ESTIMATED TOTAL	BASE BID:	\$139995.

-

TOTAL BID PRICE FOR BID (Items 1 through 26 inclusive) amount written in words:

ONE HUNDRED THIRT NINE THOUSAND NINE HUNDRED NINETT FIVE

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

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

AHMAO	HASHMI - CED & SER.
NAZIA	HASHMI - LFO

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

Bidder: K.B. H	IASHMI, INC.	
Title: CEO &	SEZ - AMMAN HASAMI CFO-NAZI 13066 DEER CANYON CT.	A HASHMI
	13066 DEER CANYON CT.	
Business Address:	SAN DIEGO, CA 92131	
	13066 DEER CANYON CT.	
Place of Business:	13066 DEER CANYON CT. SAN DIEGO, CA 92131	· · · ·
Place of Residence:	SAN DIEGO, CA 92131	
Signature:	Rix:	

NOTES:

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

LIST OF SUBCONTRACTORS

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP
Name: STATEWIDE STUIPES Address: Rox. 700710 City: SAN DIELO State: CA Zip: 92160 Phone: 358-56-6387 Email: office @statewide stripes	C .com	738286	PArenent	12913			
Name:							

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 Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	MBE DBE OBE SLBE WoSB SDVOSB	Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	WBE DVBE ELBE SDB HUBZone	09.27
0	As appropriate, Bidder shall indicate if Subcontractor is certifie City of San Diego California Public Utilities Commission State of California's Department of General Services State of California	ed by: CITY CPUC CADoGS CA	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles U.S. Small Business Administration	CALTRANS SRMSDC LA SBA	

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

Group Job 13B Curb Ramps Form AA 35 – List of Subcontractors Volume 2 of 2 (Rev. Jul. 2014)

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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 of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentage. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentage.

NAME, ADDRESS AND TELE OF VENDOR/SUPI		MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED@
Name:						
Address:						
City: 5	State:					
Zip: Phone: Email:						
Name:Address:	· · · · · · · · · · · · · · · · · · ·					<u> </u>
	State:					

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		
As appropriate, Bidder shall indicate if Vendor/Supplier is certif	ãed 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.

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GROUP JOB 13B BOND CR DS

CONTRACTOR'S RESPONSIBILITIES

- I. 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.
- 2. PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING ANY EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- 3. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- 4. STORM DRAIN INLETS REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- 5. UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 5-1.
- 6. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- 7. REFER TO THE CITY'S APPROVED MATERIAL LIST FOR DETECTABLE WARNING TILES PRODUCTS
- 8. PROTECT AND KEEP ALL HISTORIC STAMPS WITHIN SIDEWALKS
- 9. LOCATE LIMIT LINES BEFORE EACH CURB RAMP. RESTRIPE USING 12"-WIDE WHITE THERMOPLASTIC
- IO. THE DESIGN OF THE CURB RAMP SHALL NOT AFFECT THE DRAINAGE PATTERN ON THE STREET
- IL. COUNTER SLOPES (CURB RAMP SLOPE PLUS STREET SLOPE) WHEN ADDED CANNOT EXCEED 13.3%

TRAFFIC CONTROL NOTES

THE CONTRACTOR SHALL, PER SECTION 7-10.2.2.4 OF THE 2012 WHITEBOOK, PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER. THE WORKING 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 WORKING DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT, WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE TCP PERMIT.

WATER POLLUTION CONTROL NOTES

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

STORM WATER PROTECTION

THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R0-2007-0001

ABBREVIATIONS

BC	BOTTOM OF CURB	STA	STATION
TC CONC	TOP OF CURVE CONCRETE	EL	ELEVATION
NTS	NOT TO SCALE	ዊ	CENTER LINE

EXISTING STRUCTURES

EX WATER VALV E

EX WATER METER

EX FIRE HYDRANT

EX CURB RAMP

$\bigcirc - \oplus$
V

		WARNING			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.	0 1	
					-
				IF THIS BAR DOES NOT MEASURE I''	-
				THEN DRAWING IS NOT TO SCALE.	
				NOT TO JUNEL.	



WORK TO BE DONE

PROJECT GROUP JOB 13B BOND CR DS WILL INSTALL CURB RAMPS, SIDE WALK, ADDITIONAL 6 INCH CURB, CURB AND GUTTER, ALLEY APRONS AND DRIVEWAYS TO MEET CURRENT A.D.A STANDARDS AT VARIOUS LOCATIONS ALONG AND ADJACENT TO DENVER ST. IMPROVEMENTS TO BE DONE ACCORDING TO THESE PLANS AND SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO.



KEY MAP

NO SCALE

DISCIPLINE CODE

- G GENERAL DEMOLITION D
- C CIVIL



VICINITY MAP NOT TO SCALE

REFERENCE: DWG: 5209-L, 5210-L, 5474-D, 5377-W

FIELD DATA

BENCHMARK:
PT# 17 SWBP JELLETT STREET & E
ELEV.=70.990
FIELD NOTES:
CHIEF: D. WATKINS / INDEX: 226-1704
DATUM:
MEAN SEA LEVEL
STREETS REQUIRING 12" TRENCH CAP: NON

G–1 PLANS FOR THE CONSTRUCTION OF GROUP JOB 13B BOND CR DS COVER SHEET CITY OF SAN DIEGO, CALIFORNIA wbs <u>B-13063</u> PUBLIC WORKS DEPARTMENT SHEET I OF 7 SHEETS TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH MEDIUM LOW.X. SPEC. NO. 1242 JERICHO GALLARDO FOR CITY ENGINEER PROJECT MANAGER PRINT NAME JAIME RAMOS-BANUELOS PROJECT ENGINEER DESCRIPTION BY APPROVED DATE FILMED ORIGINAL JR/AV 226-1707 CCS27 COORDINATE 866444-6268407 CCS83 COORDINATE CONTRACTOR . DATE STARTED 37756–1–D

NSPECTOR

DATE COMPLETED

CITY OF SAN DIEGO PUBLIC WORKS PROJECT



LEGEND						
IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL				
SIDEWALK	G-10, SDG-155, SDG-156					
CURB AND GUTTER	G-10, SDG-151, SDG-156, SDG-150					
CURB RAMP	G-10/SDG-130/SDG-132/SDG-134 SDG-135/SDG-136/SDG-156					
DETECTABLE WARNING TILE	SDG-130					
(STAINLESS STEEL) CONCRETE DRIVEWAY	SDG-159, G-15					
GRAVITY RETAINING WALL	C-9					
ALLEY APRON	SDG-120					

SHEET INDEX

SHEET NO.	DISCIPLINE CODE	CONTENTS	
Ι	G-I	TITLE SHEET	
2-3	D-I TO D-2	DEMOLITION PLAN STREET RESURFACING	
4-5	C-I TO C-2	IMPROVEMENT PLAN	
6-7	C-3	DETAILS	

ERIE STREET

04 / 08/13/2013



					10.4' 8.8'
			5+00	6+00	
3		5	•		
					5
				4.5′	6. ⁴ '
				EXISTING CONDITION: NO SIDEWALK SOIL VARIES WIDTH: 86-90"	2
ING 4.81	STATION 0+95.44	OFFSET 24.72	M CENTER LINE DESCRIPTION BEGIN REMOVAL OF DRIVEWAY		
3.89 3.60 2.93 1.84 3.04	+ 4.5 + 4.5 +34.66 +73.02 +74.62	24.80 28.85 29.87 20.00 22.47	END CONCRETE CURB, BC BEGIN REMOVAL OF CONC APRON END REMOVAL OF CONC APRON BEGIN REMOVAL OF CONC DRIVEWAY CORNER		
2.68 7.35 4.84 1.39	I+84.82 I+88.72 3+43.19 3+45.76	25.28 19.98 19.13 24.00	CORNER END REMOVAL OF CONC DRIVEWAY BEGIN REMOVAL OF CONC DRIVEWAY CORNER		23
0.45 8.83 9.99 2.80	3+45.76 3+60.75 3+60.75 3+63.83	23.29 22.29 21.29 17.97	CORNER CORNER CORNER END REMOVAL OF CONC DRIVEWAY		ALLE
6.92 2.76 1.33 4.66	5+95.67 5+97.94 6+07.96 6+10.05	18.04 21.89 21.78 18.08	BEGIN REMOVAL OF CONC DRIVEWAY CORNER CORNER END REMOVAL OF DRIVEWAY		23
3.24 4.36 9.81 5.01 7.24	8+32.25 8+52.36 8+85.88 8+89.II	20.35 20.35 20.10 20.10	BEGIN CONCRETE CURB, LANDING END CONCRETE CURB, BC BEGIN REMOVAL OF CONCRETE END REMOVAL OF CONCRETE		24
7.41 6.25 6.03	8+85.88 9+15.72 9+15.72 9+26.72	40.85 39.60 24.10 24.11	BEGIN REMOVAL OF CONCRETE APRON END REMOVAL OF CONCRETE APRON BEGIN REMOVAL OF DRIVEWAY END REMOVAL OF DRIVEWAY		
ETATION (EWAY WALK U	ONSTRUCT CU I/DIRT/TREE IP TO JOINTS PER SHEET N	AS INDICATE	D ON THE PLANS	0 20 40	60

SCALE 1"=20'





	COORDINATE DATA TABLE FROM CENTER LINE							
T NO.5	NO.	NORTHING	EASTING	ST	ATION	OFFSET	-	DESCRIPTION
	9	1867484.21	6268522.55	8+	-23.79	20.00		BEGIN REMOVAL OF CONCRETE SIDEWALK
		1867467.42	6268519.90	8+	40.79	19.99		END REMOVAL OF CONCRETE
CURB RAMP		1867409.54	6268510.82	8+	-99.37	20.01		BEGIN REMOVAL OF CONCRETE SIDEWALK
	[12]	1867392.75	6268508.20	9+	+16.37	20.02		END REMOVAL OF CONCRETE SIDEWALK
	[13]	1866565.41	6268337.78					BEGIN REMOVAL OF CONCRETE SIDEWALK
	[4]	1866568.19	6268320.00					END REMOVAL OF CONCRETE SIDEWALK







 \square \bigcirc \square Ζ C \square 3B \square C GROI

INSPECTOR __

DATE COMPLETED .

۱.	NORTHING	EASTING	DESCRIPTION (ALL ELEVATIONS IN FEET)	
_	1868310.12	6268440.70	EL=47.35 TC, 46.85 BC, START OF CURVE, RADIUS=4.0'	
_	1868305.54	6268444.03	EL=47.29 BC, END OF CURVE, RADIUS=4.0'	
_	1868309.42	6268442.41	EL=47.80 TC EL=47.30 BC	
+	1868304.63 1868300.70	6268443.88 6268444.18	EL=47.36 BC, 47.86 TC	
+	1868301.62	6268437.33	EL=47.86	
-	1868305.58	6268437.96	EL=47.80	
	1868307.30	6268426.47	EL=47.92	
	1868297.53	6268463.12	EL=47.36 BC, 47.86 TC	
	1868301.48	6268463.75	EL=47.30 BC	
	1868300.32	6268503.20	EL=47.80 TC	
	1868302.42	6268463.90	EL=47.29, START OF CURVE, RADIUS=4.0'	
	1868305.74	6268468.47	EL=47.87, END OF CURVE, RADIUS=4.0'	
	1868300.55	6268469.67	EL=47.80	
	1868296.59	6268469.05	EL=47.86	
	1868295.96	6268473.00	EL=47.92	
╡	1868278.90	6268593.80	EL=56.69 TC	
\downarrow	1868275.41	6268597.35	EL=56.19 BC	
+	1868272.29	6268599.83	EL=56.34 BC	
┦	1868268.02	6268602.82	EL=56.84 TC	
┦	1868261.49 1868259.45	6268604.85 6268601.34	EL=56.64, BEGIN DRIVEWAY EL=57.04, FINISH GROUND	
+	1868268.55	6268595.14	EL=51.04, FINISH GROUND EL=56.84	
+	1868266.07	6268592.02	EL=56.90	
+	1868269.17	6268589.52	EL=56.75	
╉	1868271.80	6268592.68	EL=56.69	
1	1867924.40	6268546.74	EL=49.89 TC	
1	1867921.73	6268543.41	EL=49.39 BC	
1	1867919.52	6268540.08	EL=49.22 BC	
	1867917.43	6268536.27	EL=49.72 TC	
	1867925.93	6268540.62	EL=49.89	
	1867929.27	6268540.62	EL=49.95	
	1867927.06	6268535.08	EL=49.78	
	1867923.73	6268537.29	EL=49.72 TC	
4	1867920.55	6268407.23	EL=42.95 TC, 42.48 BC, START OF CURVE, RADIUS=4.0'	
+	1867925.12	6268403.90	EL=41.30 BC, END OF CURVE, RADIUS=4.0'	
+	1867921.34 1867926.15	6268405 . 39 6268404 . 06	EL=41.81 TC	
┥	1867930.12	6268404.69	EL=4I.3I BC EL=4I.37 BC	
+	1867935.13	6268405.49	EL=4I.87 TC	
+	1867929.16	6268410.72	EL=41.87	
+	1867925.19	6268410.09	EL=41.81	
	1867928.54	6268414.65	EL=41.93	
	1867924.57	6268414.04	EL=4I.87	
	1867938.17	6268385.83	EL=41.87 TC	
	1867933.19	6268385.05	EL=41.37 BC	
	18687928.24	6268384.26	EL=4I.3I BC	
	1867925 . 11	6268381.69	EL=4I.8ITC	
Ţ	1867928.24	6268384.26	START OF CURVE, EL=41.30 BC, RADIUS=4.0'	
╡	1867925.43	6268379.43	END OF CURVE, EL=41.56 TC, 41.10 BC, RADIUS=4.0'	
_	1867930.20	6268378.50	EL=41.81	
4	1867934.17	6268379.12	EL=41.87	
╡	1867930.83	6268374.54	EL=4I.87	
\downarrow	1867934.84	6268375.20	EL=41.93	
+	1867922.74	6268393.73	EL=4I.24	
+	1867940.64	6268406.35	EL=4I.54	
	1867944.02	6268386.74	EL=4I.54 EL=4I.54	
╉	1867942.20 1868307.93	6268396.54 6268454.54	EL=41.54 EL=47.22	
+		6268443.27	EL=47.37	
	1868299.62		1 = 1 = 41 = 31	

5°0,







GROUP JOB 13B BOND CR DS



