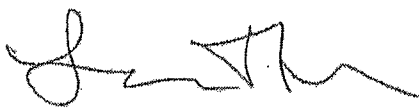
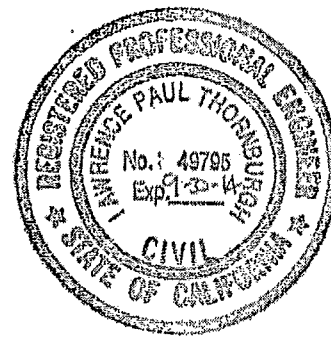


ENGINEER OF WORK

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


1) Lawrence Thornburgh, P.E. 9-24-14 Date Seal:





2) For City Engineer 9-25-14 Date Seal



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work **Old Otay Mesa Road Improvements Project** (Project).
2. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
3. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
4. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 4.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	9.1%
2. ELBE participation	22.2%
3. Total mandatory participation	31.3%
 - 4.2. The Bidders are strongly encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <http://www.sandiego.gov/eoc/>
 - 4.3. The Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions:
 - 4.3.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
 - 4.3.2. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good

faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall

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

5. PRE-BID MEETING:

5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracts, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101 at **10:00 A.M.**, on **February 5, 2015**.

5.2. All potential bidders are encouraged to attend.

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

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

6.1. **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

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

6.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

7. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.

8. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

8.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California

Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

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

- 8.8. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.9. 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.”
- 8.10. Labor Compliance Program.** The City has its own Labor Compliance Program as authorized by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred.
- 9. BIDDERS MUST REGISTER WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR):** Pursuant to Labor Code section 1725.5 (with limited exceptions under Labor Code section 1771.1(a)):
- 9.1.** No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations.
- 9.2.** No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial
- 9.3.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 10. INSURANCE REQUIREMENTS:**
- 10.1.** 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.
- 10.2.** 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.
- 11. PREQUALIFICATION OF CONTRACTORS:**
- 11.1.** 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>

11.2. The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracts, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

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

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

13. **CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.

14. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

15. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.

16. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

17. AWARD PROCESS:

- 17.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 17.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 17.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

18. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

19. AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.

20. SUBMISSION OF QUESTIONS:

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

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

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

- 20.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 20.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 20.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.

21. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
22. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
23. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
 - 23.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
 - 23.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
 - 23.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
 - 23.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
24. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
 - 24.1. Bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% total bid amount.
 - 24.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
 - 24.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to

the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

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

25. AWARD OF CONTRACT OR REJECTION OF BIDS:

25.1. This contract may be awarded to the lowest responsible and reliable Bidder.

25.2. Bidders shall complete the entire Bid schedule (also referred to as “schedule of prices” or Proposal form). Incomplete price schedules will be rejected as being non-responsive.

25.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.

25.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

25.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written “Notice of Intent to Protest” including supporting documentation which shall be received by Public Works Contracts no later than 10 days after the City’s announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, “Protests of Contract Award.”

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

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

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

26. BID RESULTS:

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

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

27. THE CONTRACT:

- 27.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 27.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 27.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 27.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 27.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

28. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
29. **CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 29.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 29.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 29.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 29.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 29.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 29.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 29.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
30. **PRE-AWARD ACTIVITIES:**
- 30.1. The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- 30.2. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.
31. **SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for the items of Work such as extended revegetation maintenance and monitoring and emulsion aggregate slurry shall be signed by the BIDDER at the time of submission of the primary BID. The signed agreements shall be accompanied by the evidence of a bond (i.e., labor and materials) and insurance as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE.

Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.

31.1. Partial Release of Performance Bond and Labor and Materialmen’s Bond: For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, Appendix “F”.

32. PHASED FUNDING:

For additional Phased Funding Provisions, see Attachment B.

33. REQUIRED DOCUMENT SCHEDULE:

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

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

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
11.	PRIOR TO PRE-CONSTRUCTION MEETING	LOW BIDDER	Contractor's Experience and Past Project Documentation. See Section 700
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Phased Funding Schedule Agreement (when required)
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Pre-Award Schedule (Phased Funded Contracts Only)
14.	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
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace

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

**CONTRACT FORMS
AGREEMENT**

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and USS Cal Builders, Inc., herein called "Contractor" for construction of **Old Otay Mesa Road Improvements Project; Bid No. K-15-1216-DBB-3**, in the amount of **Eight Million Nine Hundred Fifty-Three Thousand Eight Hundred Twenty-Nine Dollars and .50/100 (\$8,953,829.50)**, which is comprised of the Base Bid Only.

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) Phase Funding Schedule Agreement, Long Term Revegetation Maintenance Contract.
 - (e) That certain documents entitled **Old Otay Mesa Road Improvements Project**, on file in the office of the Public Works Department as Document No. **S-00870**, 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 **Old Otay Mesa Road Improvements Project**, Bid Number **K-15-1216-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

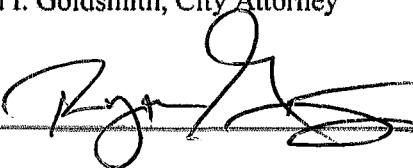
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to **Municipal Code 22.3102** authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By 

By 

Print Name: Stephen Samara
Principal Contract Specialist

Print Name: RYAN P. GERRIT
Deputy City Attorney

Date: 10-19-15

Date: 10/20/15

CONTRACTOR : USS CAL BUILDERS INC.

By 

Print Name: ERIC OTHMAN

Title: SECRETARY

Date: 7-29-2015

City of San Diego License No.: B2012001473

State Contractor's License No.: 654454

CONTRACT FORMS

ATTACHMENTS

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

USS Cal Builders, Inc., a corporation, as principal, and **ARCH INSURANCE COMPANY**, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Eight Million Nine Hundred Fifty-Three Thousand Eight Hundred Twenty-Nine Dollars and .50/100 (\$8,953,829.50)**, for the faithful performance of the annexed contract, and in the sum of **Eight Million Nine Hundred Fifty-Three Thousand Eight Hundred Twenty-Nine Dollars and .50/100 (\$8,953,829.50)**, for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Old Otay Mesa Road Improvements Project; Bid Number K-15-1216-DBB-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

CONTRACT FORMS ATTACHMENTS (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 JULY 30TH, 2015

Approved as to Form

USS CAL BUILDERS INC.

Principal

By 

ERIC OTHMAN


Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

ARCH INSURANCE COMPANY

Surety

By 
Attorney-in-fact PHILIP E. VEGA

Approved:

By 
Stephen Samara, Principal Contract Specialist

865 S. FIGUEROA ST. 27TH FLOOR

Local Address of Surety

LOS ANGELES, CA 90017

Local Address (City, State) of Surety

213-283-3517

Local Telephone No. of Surety

Premium \$ 56,979.00

Bond No. SU1131796

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Britton Christansen, Jadon H. Smith, Kevin Vega, Myrna Smith and Philip E. Vega of Covina, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."


This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

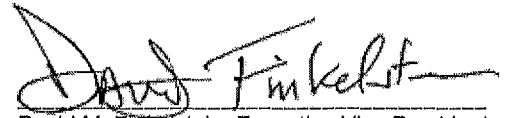
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 18th day of February, 2015.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

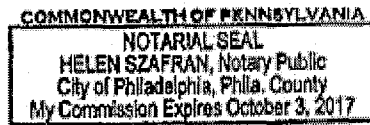


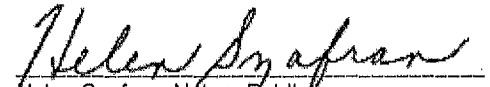

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.





Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 18, 2015 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 30th day of July, 2015.


Patrick K. Nails, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On JUL 30 2015 before me, Monica Blaisdell, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Philip E. Vega
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Monica Blaisdell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Orange)

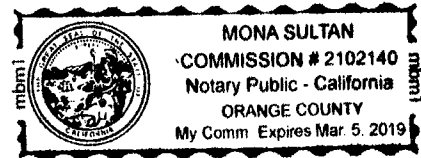
On Aug 3rd, 2015 before me, Mona Sultan
(here insert name and title of the officer)

personally appeared Imad Eric Ohman

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Old Otay Mesa Road Improvements Project

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

USS CAL BUILDERS 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  _____

Printed Name ERIC OTHMAN

Title SECRETARY

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Old Otay Mesa Road Improvements Project

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

USS CAL BUILDERS 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 

Printed Name ERIC OTHMAN

Title SECRETARY

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Old Otay Mesa Road Improvements Project

I declare under penalty of perjury that I am authorized to make this certification on behalf of USS CAL BUILDERS 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 29TH Day of JULY, 2015.

Signed 

Printed Name ERIC OTHMAN

Title SECRETARY

AFFIDAVIT OF DISPOSAL

WHEREAS, on the 29TH DAY OF JULY, 2015 the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Old Otay Mesa Road Improvements Project

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-15-1216-DBB-3**; SAP No. (WBS/IO/CC) **S-00870** 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:

USS CAL BUILDERS INC.

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)

At the properly designated place, approved by the City of San Diego

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

Dated this 29th DAY OF JULY, 2015.

USS CAL BUILDERS INC. Contractor

by

ATTEST:

State of _____

County of _____

On this _____ DAY OF _____, 20____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

see attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Orange)

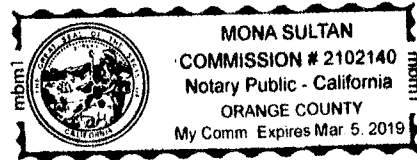
On 8/31/2015 before me, Mona Sultan
(here insert name and title of the officer)

personally appeared Imad Eric Othman

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer Is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- _____

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for _____, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

Material Description:

Manufacturer: _____
Model: _____
Serial Number (if applicable) _____
Quantity to be supplied: _____
Remarks: _____

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

**City of San Diego
Public Works Department, Field Division**

NOTICE OF MATERIALS TO BE USED

To: _____
Resident Engineer

Date: _____, 20__

You are hereby notified that the materials required for use under Contract No. _____
for construction of _____
_____ in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Yours truly,

Signature of Supplier

Address

Phone Number: _____

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** This project proposes to improve Old Otay Mesa Road, between Hawken Drive and Crescent Bay Drive, and to connect it with previously improved sections of Old Otay Mesa Road located at either end of the project area. This project will complete the roadway to full improvements which would incorporate two vehicle travel lanes, sidewalk, bicycle lanes, and improvement of safety features for drivers.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **37517-01-D** through **37517-55-D**, and Traffic Control Plans **37517-T01-D** through **37517-T10-D** inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$9,224,000**.
3. **LOCATION OF WORK:** See Appendix D, Location Map.
4. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **480 Working Days**.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
 - 5.1. The City has determined the following licensing classification for this contract:
 - **CLASS A**

SCOPE OF WORK

1. **SCOPE OF WORK:** This project proposes to improve Old Otay Mesa Road, between Hawken Drive and Crescent Bay Drive, and to connect it with previously improved sections of Old Otay Mesa Road located at either end of the project area. This project will complete the roadway to full improvements which would incorporate two vehicle travel lanes, sidewalk, bicycle lanes, and improvement of safety features for drivers.
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 - 1.1.1. The Notice Inviting Bids and Plans numbered **37517-01-D** through **37517-55-D**, and Traffic Control Plans **37517-T01-D** through **37517-T10-D** inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$9,224,000**.
3. **LOCATION OF WORK:** See Appendix D, Location Map.
4. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **480 Working Days**.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
 - 5.1. The City has determined the following licensing classification for this contract:
 - **CLASS A**

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PHASED FUNDING:

- 1.1. For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- 1.2. The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- 1.3. If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, then within 5 Working Days after receiving notice, the next Apparent Low Bidder must provide the Pre-Award Schedule. This process will continue until the City has selected the Apparent Low Bidder or have decided to reject all Bids.
- 1.4. The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Within 22 Working Days from the date of the Bid Opening or notice to the next Apparent Low Bidder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to you when you are selected as the Apparent Low Bidder as defined in the City's Municipal Code, §22.3003.
- 1.5. At the City's request, you must meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss his or her comments and requests for revision to the Pre-Award Schedule.
- 1.6. Your failure to perform the following may result in the Bid being rejected as **non-responsive**:
 1. meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 2. revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 3. execute the first Phased Funding Schedule Agreement within a day after receipt.

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

ATTACHMENT D
INTENTIONALLY LEFT BLANK

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

SECTION 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>

2-7 SUBSURFACE DATA. ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
 1. Report of Geotechnical Conditions dated October 20, 2011 by Ninyo & Moore and Associates.
5. The report(s) listed above is(are) available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/ROWD-Bridges/Old%20Otay%20Mesa%20Road/>

2-14.2 Integration of the Work with Separate Contractors. To the City Supplement, ADD the following:

The list of Separate Contractors includes:

1. SDG&E
2. AT&T

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 later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City’s Product Submittal Form available at.

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

SECTION 5 - UTILITIES

5-7 Payment. To the City Supplement, ADD the following:

Payment for Utility Coordination shall include full compensation for coordination with SDG&E and AT&T for the adjustments of their existing facilities within the work site, including all vaults to be adjusted to graded and above grade utility poles. The contractor shall notify and coordinate with SDG&E and AT&T for the complete duration of the project to allow for scheduling of the franchise utility work. Minimum notification times are listed in the table below. The contractor shall provide sufficient work areas for SDG&E and AT&T at all of their work sites and demobilize

from their work areas to allow utility installations, adjustments, and relocations; the minimum duration for the utility company work is listed in the table below:

Task	Advanced Notice to be provided by contractor	Utility Company Work Duration
Transmission Pole sta 29+10	6 weeks	2 weeks
Distribution Pole sta 11+35	6 weeks	2 weeks
Manholes, Vaults, and Handholes	6 weeks	2 weeks

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed in Appendix A – Mitigated Negative Declaration.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 **Policies and Procedures.**

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

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City

and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-10.2.2.3 Engineered Traffic Control Plans Provided by the Contractor. To the City Supplement, ADD the following:

Engineered "D" size TCP are required for the following areas:

1. n/a

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.

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

ADD:

7-16 COMMUNITY OUTREACH.

7-16.1 General.

1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and

stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.

2. The Contractor will perform the community outreach activities required throughout the Contract Time.
3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDShare site:

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

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

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

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

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

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

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

7-16.2

Submittals.

1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval.
 - b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer.
2. The Contractor will use the City's SDSShare 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 SDSShare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.2.2

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

1. Abi Palaseyed, Senior Engineer, APalaseyed@sandiego.gov
2. Jong Choi, Project Manager, JChoi@sandiego.gov
3. Resident Engineer, TBA, XXX@sandiego.gov

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:

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 SDSShare 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 SDSShare site copies of all written, electronic, and verbal communications and conversations with the public.

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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 SDSShare 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.

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 207 – PIPE

207-17.2.3 **Pipe Manufacturer.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

PVC products as manufactured or distributed by J-M Manufacturing Company shall not be used on the Contract for pressurized pipe **unless specified otherwise.**

207-27 **FUSIBLE NON-PRESSURE POLYVINYLCHLORIDE PIPE.** DELETE in its entirety.

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

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

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

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
209-6.4.9	Quality Assurance	209-6.4.10

SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS

ADD:

212-3.2.2.3 Trench Marker Tape. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) Trench marker tape shall be 6” wide and consist of a minimum 5.0 mil, five-ply 100% virgin polyethylene which is acid, alkaline and corrosion resistant. Elongation properties and tensile strength of not less than 7,800 psi shall be in accordance with ASTM D882-80A. The trench marker tape for water lines shall have a minimum 20 gauge solid aluminum foil core, adhered to a 2.55 mil polyethylene backing.
- b) Tape color and legend shall be placed beneath the top protective layer subject to the following:
 - 1. Blue with “Caution Potable Water Line Buried Below” for Water mainlines and over pipe sleeves.
 - 2. Purple with “Caution Recycled/Reclaimed Water Line Buried Below” for recycled water irrigation mainlines.
 - 3. Red with “Caution Electric Line Buried Below” for electrical lines servicing the irrigation system, including, but not limited to, 110/220v power to irrigation controllers and pumps, communication cables and irrigation direct burial control wires to remote control valves.
 - 4. Green with “Caution Sewer Line Buried Below” for Sewer mainlines and over pipe sleeves.

ADD:

212-4 BIORETENTION SOIL MEDIA (BSM).

212-4.1 General. Bioretention Soil Media (BSM) is a formulated planting soil which consists of 70% to 80% washed sand and 20% to 30% compost on a volume basis, and shall be mixed at the plant site prior to delivery.

212-4.1.1 Sand for Bioretention Soil Media. The sand shall conform to ASTM C33 and a sieve analysis shall be performed in accordance with ASTM C 136 to demonstrate compliance with the gradation limits shown in Table 212-4.1.1 (A). The sand shall be thoroughly washed to remove fines, dust, and deleterious materials prior to delivery.

Table 212-4.1.1 (A) Sand Gradation Limits

Sieve Size	Percent Passing
3/8 inch	100
No. 4	60 - 100
No.10	40 - 100
No. 40	15 - 50
No. 200	0 - 5

Note: Coefficient of Uniformity ($C_u = D_{60}/D_{10}$) equal to or greater than 4

212-4.1.2

Compost. Compost shall be certified by the U.S. Composting Council's Seal of Testing Assurance Program or an approved equal. Compost shall comply with the following requirements:

1. Organic Material Content shall be 35% to 75% by dry weight.
2. Physical contaminants (manmade inert materials) shall not exceed 1% by dry weight
3. pH shall be between 6.0 and 8.0
4. Soluble Salt Concentration less than 10 dS/m (Method TMECC 4.10-A, USDA and U.S. Composting Council)
5. Maturity (seed emergence and seedling vigor): greater than 80% relative to positive control (Method TMECC 5.05-A, USDA and U.S. Composting Council)
6. Stability (Carbon Dioxide evolution rate): less than 8 mg CO₂-C per g OM per day (Method TMECC 5.08-B, USDA and U.S. Composting Council)
7. Moisture: 40%-50% wet weight basis.
8. Select Pathogens: Pass US EPA Class A standard, 40 CFR Section 503.32(a).
9. Trace Metals: Pass US EPA Class A standard, 40 CFR Section 503.13, Tables 1 and 3.
10. Within gradation limits in Table 212-4.1.2 (ASTM D 422 sieve analysis or approved equivalent)

Table 212-4.1.2 (A) Compost Gradation Limits

Sieve Size	Percent Passing (by weight)
1 inch	99 to 100
½ inch	90 to 100
¼ inch	40 to 90
No. 200	2 to 10

212-4.2

Agricultural Suitability. The Contractor shall submit the source and location of BSM, a physical sample, and accompanying and current test results by a third party independent agronomic laboratory reflecting compliance with Contract Documents to the Engineer at least 30 Days prior to ordering materials.

No planting shall begin until test results confirm the agricultural suitability of the BSM. The Contractor shall submit a written request for approval which shall be accompanied by written analysis results from a written report of a testing agency registered by the State for agricultural soil evaluation which indicates compliance which states that the tested material proposed source complies with these specifications. Third party independent laboratory tests shall be paid for by the Contractor.

The BSM shall be suitable to sustain the growth of the plants specified and shall conform to the following requirements:

- a) pH range: 6.0-7.8
- b) Salinity less than 3.0 millimho/cm (electrical conductivity)
- c) Sodium adsorption ration (SAR) less than 3.0
- d) Chloride less than 150 ppm

The test results shall show the following information:

- a) Date of Testing
- b) Project Name
- c) The Contractor's Name
- d) Source of Materials and Supplier's Name
- e) Estimate of Quantity Needed
- f) pH
- g) EC

- h) Elements: phosphorus, potassium, iron, manganese, zinc, copper, boron, calcium, magnesium, sodium, sulfur, molybdenum, nickel, aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, mercury, selenium, silver, strontium, tin, and vanadium
- i) Soil adsorption ratio
- j) Carbon/nitrogen ratio
- k) Moisture content
- l) Organic Content
- m) An assessment of agricultural suitability based on test results
- n) Recommendations for adding amendments, chemical corrections, or both.

BSM which requires amending to comply with these specifications shall be uniformly blended prior to importation. Third party independent laboratory test results reflecting compliance with above requirements shall be provided to the Engineer prior to the delivery of the BSM.

212-4.3 Delivery, Storage and Handling. The Contractor shall not deliver or place soils in frozen, wet, or muddy conditions.

The Contractor shall protect soils and mixes from absorbing excess water and from erosion at all times. The Contractor shall not store materials unprotected from large rainfall events. The Contractor shall not allow excess water to enter site prior to compaction. If water is introduced into the material after grading, the Contractor shall allow material to drain or aerate to optimum compaction moisture content.

212-4.4 Quality Control and Acceptance. Close adherence to the material quality controls herein are necessary in order to assure sufficient permeability to infiltrate runoff at a minimum rate of 5 inches per hour during the life of the facility, and to support healthy vegetation. Amendments may be included to adjust agronomic properties. Acceptance of the material will be based on test results conducted no more than 120 days prior to delivery of the blended BSM to the project site and certified to be representative. For projects installing more than 100 cubic yards of BSM, batch-specific tests of components and blended mix are required and locations of material batches shall be provided to the Engineer.

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. ADD the following:

Clearing and grubbing shall also include the removal and disposal of all miscellaneous materials: Buried pavements and other materials, old subsurface

pavements and other materials encountered under existing pavements, which are within designated excavation areas on the plans.

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

Existing Condition. All existing streets have a varying thickness of asphalt concrete pavement over an unknown thickness of base material. It is assumed that the existing street section is 6" AC over base material.

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

1. Providing continuous pedestrian and vehicular access along the roadway within the project area, and as directed by the Engineer.
3. Sawcutting of concrete and asphalt concrete at joints and right-of-way limits.
4. Protection of existing and relocated utility structures prior to and during construction of proposed improvements.

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

Clearing and grubbing shall also include sawcutting, demolition, removal, and disposal of all existing improvements (up to 6") including, but not limited to, soil, pavement (Asphalt Concrete, PCC, Base, Cement Treated Base, Unclassified Material), berm, curb and gutter, guardrails, fencing, abandoned utilities and utility structures (pull boxes, etc.), signs and sign posts, and all other existing improvements that are shown on the plans for removal, directed by the Resident Engineer to be removed, or otherwise required to perform the work.

300-3.1 General. ADD the following:

STRUCTURE EXCAVATION (WALL)

This work consists of stability testing and excavating for reinforced concrete crib walls, ground anchor wall and soil nail wall construction in conformance with the details shown on the plans and the provisions in Section 19-3.01, "General," and Section 19-3.03K, "Ground Anchors and Soil Nail Walls," of the 2010 Caltrans Standard Specifications, and Section 300-3, "Structure Excavation and Backfill," of the Greenbook.

300-3.6 Payment. ADD the following:

Excavation for reinforced concrete crib walls, ground anchor wall and soil nail wall construction will be measured in accordance with the limits shown on the plans and paid for as structure excavation (wall). Full compensation for stability testing and

furnishing, constructing, and removing drill benches for soil nail wall construction are considered as included in the contract price paid per cubic yard for structure excavation (wall), and no additional compensation will be allowed therefor.

300-11.4 Measurement and Payment. ADD the following:

Payment for Stone Rip Rap shall include all filter fabrics, beddings, and other filters.

SECTION 302 – ROADWAY SURFACING

302-3 PREPARATORY REPAIR WORK. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 PREPARATORY REPAIR WORK.

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2” for Residential streets, and a minimum depth of 3” for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2” for residential streets, and a minimum of 3” for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10” below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 400-2.4, “Class 2 Aggregate Base.”
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, “Class 2 Aggregate Base.”
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 “Tack Coat.”

7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 400-2.4, "Class 2 Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
 - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.

3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
9. Base repairs shall not exceed 20% RAP in content.

302-3.2

Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.
2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.

6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

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

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

302-5.2.1 Measurement and Payment. To the City Supplement, item c), ADD the following:
Imported Subgrade material shall be paid per bid item "Imported Backfill".

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1.6 General. ADD the following:

Falsework shall include all temporary shoring required by the contractor's means and methods of excavation and protection of existing conditions, existing utilities, and existing roadways and shall be included in the various items of work.

The work associated with the Soil Nail Wall consists of drilling holes in existing foundation materials, installing and grouting steel bars with anchorage systems in drilled holes, verification and proof testing of installed soil nails, installing drainage systems and wall reinforcement, placing shotcrete and architectural surface treatment, backfilling around completed soil nail walls, and installing railing atop the walls in conformance with the details shown on the plans, these special provisions, and the provisions in Section 46-3, "Soil Nails," and Section 83-1.02E, "Cable Railing," of the 2010 Caltrans Standard Specifications, and Section 201-1, "Portland Cement Concrete," Section 201-2, "Reinforcement for Concrete," Section 300-3, "Structure Excavation and Backfill," and Section 303-2, "Air-Placed Concrete," of the Greenbook.

The work associated with the Ground Anchor Wall consists of drilling holes in existing foundation materials, installing, grouting, and stressing steel bars or tendons with anchorage systems in drilled holes, performance and proof testing of installed ground anchors, installing drainage systems and wall reinforcement, placing concrete and architectural surface treatment, backfilling around completed ground anchor walls, and installing railing atop the walls in conformance with the details shown on the plans, these special provisions, and the provisions in Section 46-2, "Ground Anchors," and Section 83-1.02E, "Cable Railing," of the 2010 Caltrans Standard Specifications, and Section 201-1, "Portland Cement Concrete," Section 201-2, "Reinforcement for Concrete," and Section 300-3, "Structure Excavation and Backfill," of the Greenbook.

Ground Anchor Wall and Soil Nail wall shall include an Anti-graffiti coating consisting of a durable, water repellent, non yellowing, low luster sheen finish, non-sacrificial anti graffiti coating compatible with the underlying materials. Anti-graffiti coating shall be by Monopole Inc., or approved equal (800) 272-4647. The warranty period for the anti-graffiti coating shall be ten (10) years. Ground Anchor Wall and

Soil Nail wall shall include a shotcrete boulderscape architecture treatment, integral color to match the existing surrounding landscape.

All exposed reinforced concrete crib wall components shall be an integral mixed concrete – “Mesa Buff” or approved equal. All work associated with Reinforced Concrete Crib Walls shall be in accordance with the Caltrans Standard Specification Section 47-3.

The Contractor shall allow for additional geotechnical evaluations for the structural design of retaining wall B. After traffic control setup and clearing and grubbing of slope face, including the excavation and export of five horizontal feet of material, , the Contractor shall allow the geotechnical engineer of record to access the site to perform additional geotechnical testing, including demobilization from the retaining wall B site for 4 weeks to allow for re-design of retaining wall B structural components.

303-1.11 Payment. ADD the following:

All falsework required including the design, installation, and removal of all temporary shoring required for the construction of the Work in accordance with the Plans, the Standard Specifications, and the Caltrans Standard Specifications Section 48 shall be paid in the various items of work.

Soil nail wall will be measured and paid for by the square foot. The area to be paid for will be a flat surface as projected from the bottom of wall below grade to the top of the wall. The contract price paid per square for soil nail wall includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the soil nail walls, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Full compensation for load testing and extracting test soil nails, and furnishing, producing, and disposing of trial batches of grout is included in the contract price paid per square foot for soil nail wall, and no separate payment will be made therefor. Full compensation for constructing and coring shotcrete test panels, furnishing and testing cores and patching cored holes shall be considered as included in the contract price paid per square foot for soil nail wall, and no additional compensation will be allowed therefor. Full compensation for shotcrete used to fill voids created by the removal of cobbles and boulders or other obstructions are considered as included in the contract price paid per square foot for soil nail wall and no additional compensation will be allowed therefor.

Ground anchor wall will be measured and paid for by the square foot. The area to be paid for will be a flat surface as projected from the bottom of wall below grade to the top of the wall. The contract price paid per square for ground anchor wall includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the ground anchor walls, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Full compensation for load testing and post-grouting ground anchors, and furnishing, producing, and disposing of trial batches of grout is included in the contract price paid per square foot for ground anchor wall, and no separate payment will be made

therefor. Full compensation for concrete used to fill voids created by the removal of cobbles and boulders or other obstructions are considered as included in the contract price paid per square foot for ground anchor wall and no additional compensation will be allowed therefor.

Shop drawings will be required for submittal for all falsework and reinforced concrete crib walls.

SECTION 305 – PILE DRIVING AND TIMBER CONSTRUCTION

305-2.6 **Payment.** ADD with the following:

Payment for Noise Barrier shall include full compensation for the design, construction, and installation of a plywood noise barrier adjacent to sensitive habitats as directed by the engineering. Pre-construction species surveys will be conducted to determine the necessity of the noise barrier.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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

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

SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

307-2 **PAYMENT.** ADD the following:

The contract lump sum price paid for the street lighting electrical system shall include the entire electrical assembly including, but not necessarily limited to, street lights, poles, luminaries, arms, footings, conduit, conductors, pull boxes, splices,

trenching through concrete or asphalt, sawcutting, backfill, patching, sidewalk and curb replacement, all grounding per NEC, repair of damaged traffic signal detector loops, repainting of damaged traffic striping, coordination with SDG&E for service points, connection to SDG&E facilities, and other work as required by the drawings and specifications for a complete system and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer. No additional compensation will be allowed.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

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

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

The contract price paid for Bioretention soil media mix shall include full compensation for material import, placement, impermeable liner, subdrain system including subdrain, rock fiber wrapping of subdrain and river rock surface complete in place in accordance with the Plans.

Bioretention soil media shall be measured and paid per Cubic Yard installed. The installation of the pervious backfill material as specified in the Contract Documents and as directed by the Engineer shall be included in the payment.

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

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

314-4 **Application of Traffic Striping and Curb and Pavement Markings.**

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

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

**SECTION 700 – EXTENDED REVEGETATION, MAINTENANCE,
AND MONITORING**

700-1.7.2 Project Biologist. To the City Supplement, ADD the following:

The City will retain a qualified Project Biologist to perform biological monitoring work for this contract. Contractor must coordinate your activities and Schedule with the activities and schedules of the Biologist Monitor.

700-2.15 Payment. To the City Supplement, ADD the following:

All work including full compensation for furnishing all labor, materials, tools, equipment and incidentals for the design and installation of a temporary, above ground irrigation system in accordance with the Standard Specifications, City Standard Drawings, and as required for irrigation of the proposed revegetation, including temporary meter connections to fire hydrants, highlining water services, and water service roadway crossings shall be included in the lump sum bid item for Revegetation and Erosion Control. The irrigation design shall be submitted to the engineer for approval. No additional compensation will be allowed.

Separate payment items have been established for both the Revegetation and Erosion Control (Otay Tarplant Translocation only) and Revegetation Maintenance and Monitoring Program (Otay Tarplant Translocation only) for that work associated with the Otay Tarplant Translocation in accordance with the construction documents, standard specifications, and special provisions.

SECTION 701 – WATER POLLUTION CONTROL

701-11 Post-Construction Requirements. To the City Supplement, second paragraph, ADD the following:

Comply with the following post-construction requirements:

1. Curb Inlet Markings.
2. LID Basin.
3. Jelly Fish Filters
4. Slope erosion control and revegetation

SECTION 705 – WATER DISCHARGES

705-2.6.1 General. Paragraph (3), CORRECT reference to Section 803 to read “Section 703.”

705-2.6.3 Community Health and Safety Plan. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

705-2.6.3 Community Health and Safety Plan. See 703-2, “Community Health and Safety Plan.”

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 **Mitigated Negative Declaration for Old Otay Mesa Road Improvements Project**, DEP No. **287806**, as referenced in the Contract Appendix. You must comply with all requirements of the **Mitigated Negative Declaration**, No. 287806, Site Development Permit No. **1013229**, **Otay Tarplant Translocation Plan, Revegetation Plan and Resource Agency Permits** as set forth in the contract.

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

The reports listed above are available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/ROWD-Bridges/Old%20Otay%20Mesa%20Road/>

- 707-2 ARCHEOLOGICAL AND NATIVE AMERICAN MONITORING PROGRAM.** To the City Supplement, ADD the following:

The City will retain a qualified archaeologist for this contract. The Contractor shall coordinate its activities and Schedule with the activities and schedules of the archaeologist monitor. Notify the Engineer before noon of the working day before monitoring is required. See 2-11, “INSPECTION” for details.

- 707-3 PALEONTOLOGICAL MONITORING PROGRAM.** To the City Supplement, ADD the following:

The City will retain a qualified paleontologist for this contract. Coordinate its activities and Schedule with the activities and schedules of the paleontologist monitor. Notify the Engineer before noon of the working day before monitoring is required. See 2-11, “INSPECTION” for details.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

APPENDICES

APPENDIX A
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
- a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
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2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire (EXHIBIT A) Hydrant Meter

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter
Contract Acct #:	Deposit Amount: \$ 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:

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 B

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

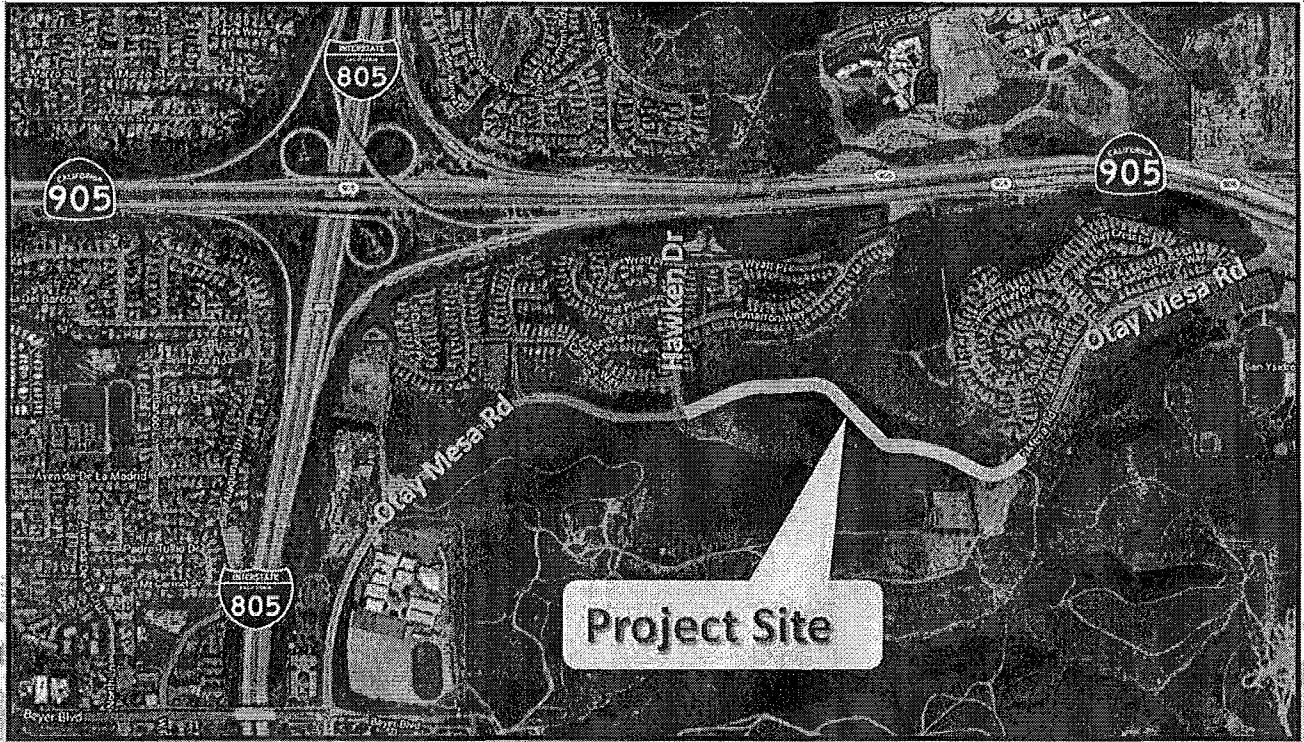
1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
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 C
SAMPLE CITY INVOICE

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

APPENDIX D
LOCATION MAP

LOCATION MAP



APPENDIX E
SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer

City of San Diego
Field Engineering Division
9485 Aero Drive
San Diego, CA 92123-1801

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							\$3,420

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of all four California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

APPENDIX F

LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

This Long-Term Revegetation Maintenance Contract (LTRMC) is made and entered into by and between the City of San Diego (City), a municipal corporation, and **USS Cal Builders, Inc.** (Contractor), who may be individually or collectively referred to herein as a “Party” or the “Parties.”

RECITALS

- A. Concurrent with execution of this LTRMC, the Parties entered into a general contract (Construction Contract) for the construction of **OLD OTAY MESA ROAD IMPROVEMENTS PROJECT**, SAP (WBS/IO/CC) number **S-00870**, Bid No. **K-16-1216-DBB-3-A**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **OLD OTAY MESA ROAD IMPROVEMENTS PROJECT** (Maintenance Requirements). The performance of the terms of this LTRMC shall commence immediately upon completion of performance of the Construction Contract.
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTRMC.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTRMC by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTRMC are incorporated into this LTRMC by this reference.
- C. **Contract Term.** This LTRMC shall be effective upon completion of the Plant Establishment Period as described in **SECTION 30** of the Construction Contract, and it shall be effective until completion of the Work, described in Section 1.1 below.
- D. **Terms and Conditions.** This LTRMC is subject to the terms and conditions of the Construction Contract included in The GREENBOOK and The WHITEBOOK i.e., Part 1, Sections 212, 308, and 700 through Section 708 and The WHITEBOOK EOCP Section except as follows.

E. Partial Release of Payment Bond and Performance Bond

- 1. Performance of Contract in Two Phases.** There are two separate phases of work to be performed by the Contractor under this Contract. The first phase covers the work involved in the original agreement as described in this agreement (“Phase 1 Work”). The second phase covers the work involved in the long-term maintenance of the plants contained within the Revegetation Area after Phase 1 Work has been completed (“Phase 2 Work”).
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:
 - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards (“Notice of Completion”).
 - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment guarantee provided under the Payment Bond for this Project, and the Performance guarantee provided under the Performance Bond for this Project, may be partially released, and thereby reduced, to an amount sufficient to cover all Phase 2 Work on this Project.
- 3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default.

SECTION 1: MAINTENANCE CONTRACT SUMMARY

- 1.1. General.** The Contractor shall fulfill the Project’s Maintenance Requirements (Work) as identified in the scope of work attached as Exhibit A in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in the written in Exhibit A, at the direction of the City.

- 1.2. Work Schedule.** After receiving notification from the City, the Contractor shall create a comprehensive schedule of Work for performance of this LTRMC (Schedule) for the City’s approval. The Schedule shall include routine work and inspection and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

- 1.3. Commencement of Work & Maintenance Period.** This LTRMC shall commence when the City approves of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **SECTION 30** of the Construction Contract and shall continue for **60** months. A copy of the approval form is attached as Exhibit B.
- 1.4. Performance of Work.** The Work shall be performed in accordance with the manufacturer's **recommendations** for each piece of equipment used in performance by the Contractor of this LTRMC.
- 1.5. License.** The Contractor shall hold the following licenses in good standing:
- a) C-27 State Contractor's License. Alternatively, the Contractor shall retain the services of a Subcontractor with a C-27 State Contractor's License.
 - b) Pest Control Advisor's License. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.
 - c) Registration with the County Agriculture Commission.
 - d) Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.
 - e) City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. See Exhibit C.

- 1.6. Hours of Performance.** The Contractor shall perform the Work between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to area residents, shall not begin before 7:00 a.m.

SECTION 2: ADMINISTRATION

- 2.1 Contract Administrator.** The Public Works Department/Transportation and Stormwater Division is the Contract Administrator for the LTRMC. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this LTRMC and the Contractor's performance of the Work rendered hereunder. When this LTRMC refers to communications to or with City, those communications shall be with the City, unless the City or this LTRMC specifies otherwise. Further, when this LTRMC requires an act or approval by City, that act or approval will be performed by the City.
- 2.2 Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during Normal Working Hours and who is authorized to

discuss matters pertaining to this LTRMC with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.

- 2.3 Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number for this purpose.
- 2.4 Staffing.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this LTRMC.
- 2.5 Contractor Inspections.** The Contractor shall perform inspections of the Work site and prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

PART 3: WORK SITE MAINTENANCE

- 3.1 Use of Chemicals.** The Contractor shall submit to City for approval sample labels and MSDS for all chemical herbicides, rodenticides and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to City along with Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2 Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor under this LTRMC, or other penalties.

If Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages

assessed to City for Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and where appropriate the State of California, the County Water Authority, or other legal entity shall be solely the responsibility of the Contractor, and may be deducted from the monthly payment to be made to the Contractor under this LTRMC.

3.3 Payment for Water. The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTRMC.

3.4 Satisfactory Progression. If the Revegetation Area is not progressing towards the required 100% Cover, as defined in the Scope of Work, in accordance with the Work Schedule, as determined by City, City may adjust monthly payments to Contractor accordingly.

SECTION 4: COMPENSATION

4.1 Maximum Compensation. The compensation for this LTRMC shall not exceed **\$47,565.00**.

4.2 Wage Rates. Refer to the Construction Contract for Prevailing wages requirements for this LTRMC.

4.3 Method of Payment and Reports. The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding of payment by the City.

4.4 Final Payment. The Contractor shall not receive the final payment until the following conditions have been completed to the City's satisfaction:

The item(s) of the work subject to this maintenance coverage as specified in Exhibit A (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTRMC.

The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

5.1 Contract Bonds. Prior to commencement of the Work, Contractor, at its sole cost and expense, shall provide to City the following bonds issued by a surety authorized to issue bonds in California and otherwise satisfactory to City:

A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work.

The Payment Bond shall be maintained by the Contractor in full force and effect until the Work

is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

A Performance Bond in an amount not less than the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTRMC.

5.2 Insurance. At all times during the term of this LTRMC, the Contractor shall maintain insurance coverage as specified in the Construction Contract, Section 7-3, “LIABILITY INSURANCE.”

The Contractor shall not begin the Work under this LTRMC until it has complied with the following:

- a) Obtain insurance certificates reflecting evidence of insurance as specified in the Construction Contract , Section 7-3, “LIABILITY INSURANCE” for:
 1. Commercial General Liability
 2. Commercial Automobile Liability
 3. Worker’s Compensation
- b) Confirm that all policies contain the specific provisions required in Section 7-3, “LIABILITY INSURANCE.”

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City’s exposure to loss for the duration of this LTRMC.

SECTION 6: MISCELLANEOUS

6.1 Illness and Injury Prevention Program. The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.

6.2 City Standard Provisions. This LTRMC is subject to the following standard provisions:

1. WHITEBOOK, Section 7-13.3, Drug-Free Workplace (As adopted pursuant to City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace).
2. WHITEBOOK, Section 7-13.2, Americans with Disabilities (As adopted pursuant to City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act).
3. WHITEBOOK, Section 7-13.4, Contractor Standards and Pledge of Compliance (As adopted pursuant to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance).
4. WHITEBOOK, Section 7-13.7, Notice of Labor Compliance Program Approval (As adopted pursuant to the City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249)).
5. WHITEBOOK, Section, 7-13.8, Apprentices on Public Works (As adopted pursuant to 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).
6. WHITEBOOK, Section 7-13.5, Equal Benefits (As adopted pursuant to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code).
7. WHITEBOOK, Section 2-17, Information Security Policy (As adopted pursuant to the City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63).

6.3 Taxpayer Identification Number. I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTRMC.

6.4 Assignment. The Contractor shall not assign the obligations under this LTRMC, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this LTRMC, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

6.5 Independent Contractors. The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this LTRMC that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

- 6.6 Covenants and Conditions.** All provisions of this LTRMC expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7 Jurisdiction, Venue, and Attorney's Fees.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTRMC, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- 6.8 Successors in Interest.** This LTRMC and all rights and obligations created by this LTRMC shall be in force and effect whether or not any Parties to this LTRMC have been succeeded by another entity, and all rights and obligations created by this LTRMC shall be vested and binding on any Party's successor in interest.
- 6.9 Integration.** This LTRMC and the exhibits, attachments, and references incorporated into this LTRMC fully express all understandings of the Parties concerning the matters covered in this LTRMC. No change, alteration, or modification of the terms or conditions of this LTRMC, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this LTRMC agreed to by both Parties. All prior negotiations and agreements are merged into this LTRMC.
- 6.10 Counterparts.** This LTRMC may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11 No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this LTRMC, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTRMC, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this LTRMC, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12 Severability.** The unenforceability, invalidity, or illegality of any provision of this LTRMC shall not render any other provision of this LTRMC unenforceable, invalid, or illegal.

AT LEAST 1 PARAGRAPH OF THIS LTRMC MUST BE ON SAME PAGE SIGNATURES.

6.14 Signing Authority. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

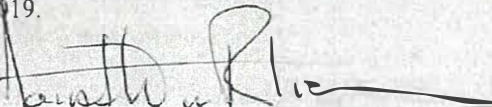
IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director in accordance with Resolution No. RR # - 311065, and by Contractor.

January,
Dated this 28th day of 2020.

THE CITY OF SAN DIEGO

By: 
Stephen Samara
Principal Contract Specialist
Public Works Department

I HEREBY CERTIFY I can legally bind USS Cal BUILDERS and that I have read this entire contract, this 29th day of October, 2019.

By: 
Printed Name: Jonathan Klika

Title: Director of Operations

I HEREBY APPROVE the form of the foregoing Contract this

6th Day of February 2020.

Mara W. Elliot, City Attorney

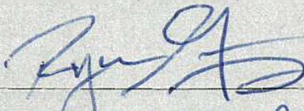
By: 
Printed Name: RIAN P. GERRITY
Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

I. Location of Work. The location of the Work to be performed (Revegetation Area) is shown on those Specifications and Drawings numbered **37517-41-D** through **37517-55-D** (Specifications), which are incorporated into this contract by this reference as though fully set forth herein.

II. Description of Work. The Contractor shall maintain and monitor the Revegetation Area during the Monitoring Program in accordance with this contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The work also includes biological monitoring of the Revegetation Area according to the schedule and methods specified in the Revegetation Plan. The monitoring work shall include all reporting tasks specified in the Revegetation plan.

III. Method of Performing Work.

A. Irrigation. Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTRMC.

1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.

2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.

3. Irrigation shall be accomplished as follows:

- a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
 - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
 - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. Maintenance of Irrigation System. The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the “cold” side of the water meter throughout the Revegetation Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.
- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
 - b) Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.
5. Operation of Automatic Irrigation Controllers. Where the operation of automatic irrigation controllers is required as part of this LTRMC, Contractor shall:

- a) Not duplicate any coded City key furnished by City for access and operation of the controller;
 - b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
 - c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
 - d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.
- B. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:
- 1) Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - 2) Prevent encroachment of passage ways, walks, streets, or view of signs; and
 - 3) Prevent encroachment in any manner deemed objectionable by City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2" in diameter with an approved pruning paint when required by City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by City. The Contractor shall not use growth regulators.

- C. Tree Maintenance. Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning to promote the best growth habits, appearance, and health of all trees and container plants, and to prevent encroachment which is in any manner deemed undesirable by City, in accordance with instructions from the Project Biologist. The Contractor is responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. The Contractor shall not top trees.
- 1) Potential Hazards. The Contractor shall notify City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
 - 2) Replacement. The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by City. The Contractor shall replace trees in kind and size as determined by City. If there is a

difference in value between the tree lost and the replacement tree, City will deduct the difference from payment to be made under this LTRMC. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

- 3) Staking. The Contractor shall securely stake any newly planted trees and other trees needing support with 2 “lodge pole” type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.

D. Fertilization. Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist to meet the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule Prior to any fertilization, Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTRMC. All fertilization shall first be approved by the Project Biologist.

- 1) Contractor shall notify City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer’s guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTRMC. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by City and Contractor’s copy shall be signed by City, on site, before any fertilizer may be used.
- 2) Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer’s product specifications.
- 3) If deemed necessary by City to achieve required results, Contractor shall apply other materials as directed by City, including:
 - a) iron chelate;
 - b) soil sulfur;
 - c) gypsum; or
 - d) surfactant enzymes such as Sarvon or Naiad.
- 4) Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

- E. Weed Removal. Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, “Weed” means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.
- F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify City within 4 days if disease or insect or rodent infestation is discovered. In its notice to City, Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of City, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of City.
- 1) All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
 - 2) Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor’s monthly payment.
- G. Plant Replacement. Except as provided in Section H below, Contractor shall notify City within 4 days of the loss of plant material due to any cause.
- 1) Contractor shall at no cost to City replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor’s faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City.
 - 2) If so directed by City, Contractor shall replace any plant damaged or lost that is not a result of Contractor’s faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor.
 - 3) City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When City determines such replacement should occur, Contractor shall replace the plants as directed by City. City will pay for materials and labor.

- H. Damage Reports. The Contractor shall notify City within 24 hours of any damage to the Work Area caused by accident, vandalism or theft.
- I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTRMC. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
 - 1) Contractor Generated Litter. The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other Work required by this LTRMC. Immediately after working in streets, park walks, gutters, driveways, and paved areas, Contractor shall clean them in accordance with all applicable laws.
 - 2) Third Party Generated Litter. Upon discovery Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- J. Monitoring: The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the revegetation area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist will be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture or a related field, and demonstrated experience in upland and riparian community restoration.

EXHIBIT B

There are 3 M&M programs for this project:

- 1) Bid Item No. 57 - Revegetation Maintenance & Monitoring Program
- 2) Bid Item No. 58 - Revegetation Maintenance & Monitoring Program (Otay Tar plant Translocation only)
- 3) Bid Item No. 59 - Revegetation Maintenance & Monitoring Program (Wruck Canyon Habitat Restoration only)

The Notice of Completion and Start of the 25-month Maintenance and Monitoring Program for all programs are part of this agreement.

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number: A, B, C10, C36, C31
654454

Name of License Holder: USS CAL BUILDERS INC

Expiration Date: 9/30/2020

Pest Control Applicator's Name: TIERRA DATA INC

License Number: 959555

Expiration Date: 4/30/2021

Pest Control Advisor's Name: _____

License Number: _____

Expiration Date: _____

City of San Diego Business License Number: 2011013701

Expiration Date: 5/31/2020

July 16, 2019

11292-2B

Mr. Rudy Bilan
City of San Diego – Development Services Department
Mitigation Monitoring Coordination (MMC)
9601 Ridgeway Court, Suite 220 (MS 1102B)
San Diego, California 92123

Subject: Notice of Completion and Start of the 25-month Maintenance and Monitoring Program for Coastal Sage Scrub on the North Side Slopes

Dear Mr. Bilan:

Dudek submits this letter to notify you that the north side slopes for Old Otay Mesa Road has been implemented in substantial conformance with the Old Otay Mesa Road Improvements Project Revegetation Plan (Plan), prepared by Helix Environmental Planning and dated November 2013. The Plan was approved by the City of San Diego. Maintenance and monitoring for the north side slopes also includes a couple of narrow strips of restoration along the road on the south side that couldn't be planted with the south side slopes.

The City of San Diego hired contractor USS Cal Builders, who hired habitat restoration landscape contractor, Tierra Data, to perform the installation work. Dudek monitored the landscape contractor's work. All work was done in conformance with the Plan and specifications prepared for the project.

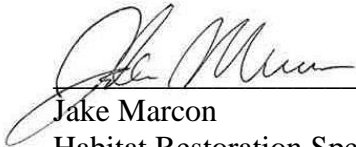
The 120-day plant establishment period begins as of June 4, 2019, and is scheduled to terminate on October 4, 2019. Pending approval of the plant establishment period, the 25-month monitoring period is scheduled to terminate on July 4, 2021.

Mr. Rudy Bilan

Subject: Notice of Completion and Start of the 25-month Maintenance and Monitoring Program for Coastal Sage Scrub on the North Side Slopes for Old Otay Mesa Road (PTS No. 287806, SDP No. 1013229, I/O S-00870, SCH. No. 2014071003)

Site maintenance and monitoring will be performed in accordance with the Plan, and include contingencies as needed. If you would like to arrange a site inspection visit, have any questions, or would like to discuss this project further, please contact me at 760.479.4257 or jmarcon@dudek.com or Douglas Gettinger at 760.479.4285 or dgettinger@dudek.com.

Sincerely,



Jake Marcon
Habitat Restoration Specialist

*cc: James Arnhart, City of San Diego Public Works
Lauren Jentzen, Louis Berger
Sean Paver, City of San Diego Public Works
Paul Kilburg, City of San Diego Park and Recreation Department
Jonathon Kilora, USS Cal Builders
James Lockman, Tierra Data*

May 18, 2018

7643-34

Lauren Jentzen, PE
City of San Diego – Consultant
Resident Engineer

Subject: Notice of Completion and Start of the Five-Year Maintenance and Monitoring Program for the Wruck Canyon Restoration Site

Dear Ms. Jentzen:

Dudek submits this letter to document the as-built conditions of the Wruck Canyon Restoration Site (Site). The Site has been subject to improvements as designated by the Wruck Canyon Project Habitat Restoration Plan (Restoration Plan; Helix 2015). The Restoration Plan specifies habitat restoration activities meant to address illegal clearing and grading of a location within the City of San Diego's Wruck Canyon property. Restoration at this location is associated with the Old Otay Mesa Road Improvements Project.

The approximately 1.3 acre restoration area is located on a flat mesa top on the eastern edge of the Wruck Canyon property. The target habitat type is Maritime Succulent Scrub. Site preparation occurred as required by Section C, Part 4 of the Restoration Plan, which included:

1. Removal of 95 feet of chain link fence
2. Removal of illegally dumped gravel and base material
3. Removal of illegally placed mulch and debris

Tierra Data performed restoration installation as the revegetation contractor. Non-native species were treated prior to hydroseed application. Hydroseed was applied per the Restoration Plan, with the exception of three species that were not available; deerweed (*Acmispon glaber*), golden yarrow (*Eriophyllum confertiflorum*), decumbent goldenbush (*Isocoma menziesii* var. *decumbens*). This seed was substituted with approximately 100 lbs of seed collected by Tierra Data from Otay Mesa, which included the native species deerweed, California sagebrush (*Artemisia californica*), San Diego bursage (*Ambrosia chenopodifolia*), California buckwheat (*Eriogonum fasciculatum*), bush mallow (*Malacothamnus fasciculatus*), coast brittlebrush (*Encelia californica*), and purple needlegrass (*Stipa pulchra*).

Ms. Jentzen

Subject: Notice of Completion and Start of the Five-Year Maintenance and Monitoring Program for the Wruck Canyon Restoration Site

No cactus nodules were collected or installed at this time. Dudek recommends that the 50 cacti cuttings called for in the restoration plan be collected from adjacent cacti this fall prior to the onset of the rainy season and installed in appropriate locations throughout the site. The cut scars on each cacti nodule should have time to callus over prior to the first rainfall of the year. Coast prickly pear (*Opuntia littoralis*) and coast cholla (*Cylindropuntia prolifera*) should be targeted for planting material. Several coast cholla plants occur just to the southwest of the restoration area.

Restoration improvements were finalized on Site on April 26, 2018. The five year maintenance and monitoring period is set to expire April 26, 2023. Photographs depicting the as-built conditions of the Site are included in Figure 1.

Site maintenance and monitoring should be performed in accordance with the Plan, and include contingencies as needed. If you have any questions, or would like to discuss this project further, please contact me at 760.479.4257 or jmarcon@dudek.com or Douglas Gettinger at 760.479.4285 or dgettinger@dudek.com.

Sincerely,



Jake Marcon
Habitat Restoration Specialist

Att.: Figures 1

*cc: James Arnhart, City of San Diego Public Works – Engineering and Capital Projects
Sean Paver, City of San Diego Public Works – Engineering and Capital Projects*



Photo 1: View of the east side of the restoration area facing south (5/2/2018)



Photo 4: View of the northeast side of the restoration area facing north (5/2/2018)



Photo 2: View of the northern section of the restoration area from the west (5/2/2018)



Photo 5: View of the restoration area from the southeast corner of the site (5/2/2018)



Photo 3: View of the southwest corner of the restoration site (5/2/2018)



Photo 6: View of west side of restoration area facing south (5/2/2018)

March 11, 2016

7643-34

Mr. Rudy Bilan
City of San Diego – Development Services Department
Mitigation Monitoring Coordination (MMC)
9601 Ridgehaven Court, Suite 220 (MS 1102B)
San Diego, California 92123

Subject: Notice of Completion and Start of the Five-Year Maintenance and Monitoring Program for the Otay Tarplant Mitigation for Old Otay Mesa Road (PTS No. 287806, SDP No. 1013229, I/O S-00870, SCH. No. 2014071003)

Dear Mr. Bilan:

Dudek submits this letter to notify you that the Otay tarplant mitigation for Old Otay Mesa Road has been implemented in substantial conformance with the Old Otay Mesa Road Improvements Project Otay Tarplant Translocation Plan (Plan), prepared by Helix Environmental Planning and dated November 2013. The Plan was approved by the City of San Diego.

As part of the mitigation for Old Otay Mesa Road, permanent impacts to 25 Otay tarplant (*Deinandra conjugens*) individuals located within the City's Multiple Habitat Planning Area (MHPA) require the establishment of a population of at least 100 individuals within the City's MHPA (4:1 mitigation ratio). No additional mitigation is required by the U.S. Fish and Wildlife Service (USFWS) or California Department of Fish and Wildlife (CDFW) because the Otay tarplant is covered by the MSCP.

The City of San Diego hired a contractor, USS Cal Builders, who hired a habitat restoration landscape contractor, Tierra Data, to perform the work. Dudek monitored the landscape contractor's work. All work was done in conformance with the Plan and specifications prepared for the project. Site preparation for the 0.04 acre of new habitat creation was completed from January 25 to 29, 2016. Site preparation consisted of dethatching the translocation area and soil collection from marked locations where Otay tarplant individuals occurred previously. The top 2-4 inches of soil was removed from the collection sites and applied immediately to the translocation site. Three San Diego barrel cacti (*Ferocactus viridescens*) were salvaged and installed, using north markers, on January 29th. The grassland seed palette, as included in the Plan, was applied to the site on January 29th with the exception of blue dicks (*Dichelostemma capitatum*) seed, which was unavailable. However, blue dicks bulbs were found within the soil

Mr. Rudy Bilan

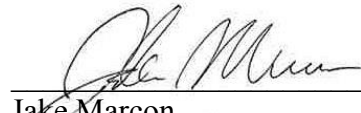
Subject: Notice of Completion and Start of the Five-Year Maintenance and Monitoring Program for the Otay Tarplant Mitigation for Old Otay Mesa Road (PTS No. 287806, SDP No. 1013229, I/O S-00870, SCH. No. 2014071003)

from the collection sites and were pressed into the soil within the translocation area. Otay tarplant seed, collected on May 28, 2015, was also spread in the translocation area. The seed was raked in and the soil tamped down with a shovel. There was no damage to any habitat outside the mitigation area while implementing the mitigation.

As required in the Plan, the attached Figure 1 shows an as-built graphic of the translocation area on an aerial photo base. Figure 2 shows photos taken before and after translocation installation. The five-year maintenance and monitoring period begins as of January 29, 2016, and is scheduled to terminate on January 28, 2021. USS Cal Builders and Tierra Data are under contract with the City to provide maintenance services for a 60 month period. Dudek is under contract with the City to provide biological monitoring services during the first two years of the long-term monitoring period.

Site maintenance and monitoring will be performed in accordance with the Plan, and include contingencies as needed. If you would like to arrange a site inspection visit, have any questions, or would like to discuss this project further, please contact me at 760.479.4257 or jmarcon@dudek.com or Douglas Gettinger at 760.479.4285 or dgettinger@dudek.com.

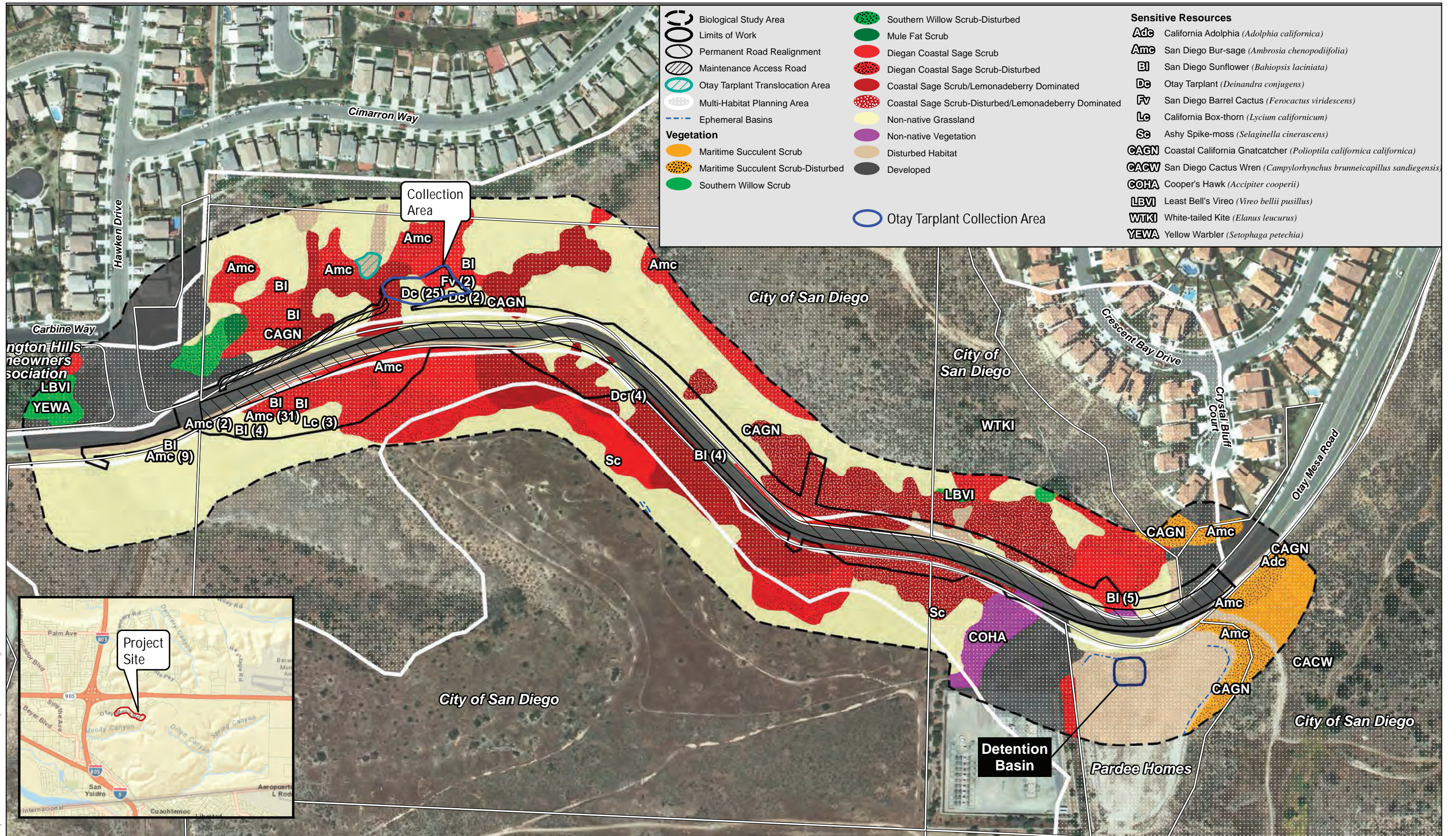
Sincerely,



Jake Marcon
Habitat Restoration Specialist

Att.: Figures 1–2

*cc: James Arnhart, City of San Diego Public Works – Engineering and Capital Projects
Lauren Jentzen, Louis Berger
Kirk Pellow, USS Cal Builders
James Lockman, Tierra Data*



SOURCE: HELIX 2016



Old Otay Mesa Road Otay Tarplant Translocation Letter

FIGURE 1
 Otay Tarplant Translocation

Z:\Projects\176430034-OldOtayMesaRoad\MAP\DOC\DOCUMENT\T\Tarplant Translocation Figs



Photo 1: Landscape view (facing north) of the translocation area prior to installation.



Photo 2: View of the translocation area (facing south) prior to installation.



Photo 3: Partial view of the translocation area (facing south east) after installation completion.



Photo 4: Partial view of the translocation area (facing south) after installation completion.



Photo 5: Partial view of the translocation area (facing north east) after installation completion.



Photo 6: Landscape view (facing north) of the translocation area after installation completion.

ATTACHMENT F
INTENTIONALLY LEFT BLANK

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "A"

FOR



OLD OTAY MESA ROAD IMPROVEMENTS PROJECT

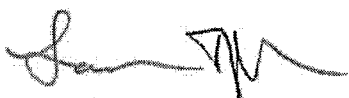
BID NO.:	<u>K-16-1216-DBB-3-A</u>
SAP NO. (WBS/IO/CC):	<u>S-00870</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>ID</u>

BID DUE DATE:

2:00 PM
JULY 1, 2015
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:

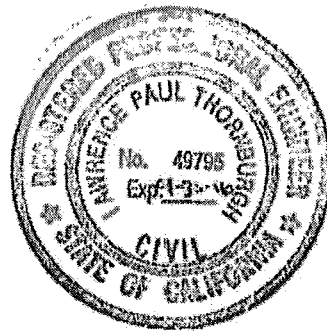



1) Lawrence Thornburgh, P.E.

6-22-15

Date

Seal:



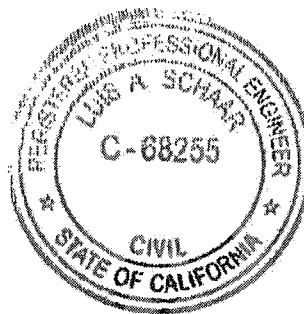


2) For City Engineer

6/22/15

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. CLARIFICATIONS

1. To Volume 1 and 2 where K-16-1216-DBB-3-A is noted, revise to read K-15-1216-DBB-3-A.

C. VOLUME 1

1. To Attachment E, Supplementary Special Provisions, Section 302-3, Page 59, **DELETE** in its entirety.
2. To Attachment E, Appendix F, Long Term Revegetation Maintenance Agreement, Part 3: Work Site Maintenance, Section 3.3, Payment for Water, Page 98, **ADD** the following:

Any such significant increases in water rates beyond 10% shall be paid as a field order.

D. BIDDER'S QUESTIONS

- Q1. There are no details provided on plans or in specifications for metal beam *Bid* item #49 Street Lighting Electrical System. Where can I find plans and specs describing and/or detailing the Street Lights?

A1. See Sheet 45 (SL-1).

- Q2. Reference Section 308-7 Payment: The contract price paid for bioretention soil media shall include full compensation for material import, placement, impermeable liner, subdrain system including subdrain, rock fiber wrapping of subdrain and river rock surface complete in place in accordance with the plans. The detail on plan sheet C-13 does not show the limits of the liner or river rock. Please provide a detail showing the limits of the impermeable liner, river rock and the dimensions of the 1" crushed aggregate around the 12" PVC drain pipe. Also please provide specifications for the river rock.

A2. The detail, Section G-G, on Sheet 13 indicates the location of the liner and the 1" crushed aggregate around the 12" PVC drain pipe. The perforated pipe shall be wrapped with 6" minimum of rock on all sides. The river rock detailing is included on the landscape plan, sheet 47.

- Q3. There does not appear to be a requirement to have a licensed geotechnical engineer design the various optional Mechanically Stabilized Walls (MSE), but simply the "contractor". It has been our experience that, when left to its own design discretion, too many walls designed by contractors and their wall suppliers have

produced deficient or failing structures in attempts to submit the lowest bid. Will the City prudently require the wall designer to be a licensed geotechnical engineer?

A3. The contractor is required to provide complete signed and stamped wall shop drawing package with calculations based on the plans and geotechnical report. The specifications call for "structural calculations" and "structural working drawings", as well as a reference to the Caltrans section 47-6 that state the "drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State". The shop drawings and calculations shall include the global stability of the wall based on the provided signed and stamped geotechnical reports and addendums.

Q4. Subsection 302-3 PREPARATORY REPAIR WORK, states:

a. "Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions. Where and how does "crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching" get measured? Get paid?

b. "The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of 3" for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer." Where are these conditions identified on the plans? What bid time measures and contains unit pricing for "removing damaged areas of pavement" and the balance of the work described in this section?

c. "If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur." Where are these conditions identified on the plans? What bid item measures and contains unit pricing for dig outs?

A4. All work associated with the milling and repaving of existing surfaces shall be included in the bid item 15 for cold mill AC paving and bid item 16 for Asphalt Concrete Overlay. Subsection 302-3 does not apply. See changes to the contract documents as part of this Addendum.

Q5. Subsection 302-3.2, Payment, indicates "payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt

Pavement Repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. There is no bid item, Asphalt Pavement Repair.

- A5. All work associated with the milling and repaving of existing surfaces shall be included in the bid item 15 for cold mill AC paving and bid item 16 for Asphalt Concrete Overlay. Subsection 302-3 does not apply. See changes to the contract documents as part of this Addendum.
- Q6. Subsection 3, Payment for Water, states, "the Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTRMC." Given the current (and projected) drought conditions, and the high potential for unknown water rate increases, will the City consider any of the following to avoid over-stated bids:
- a. Establishing an allowance bid item to draw from for payment of "actual" water costs.
 - b. Include a contract provision that allows for unforeseen cost escalations similar to those utilized for oil increases that affect manufactured products (i.e., asphalt, PVC, etc.).
- A6. See changes to the contract documents as part of this Addendum.
- Q7. On plan sheet 4-D, the cross section for 14+00 shows a vertical of approximately 6' above the drainage ditch. How will this vertical be built? Please Clarify.
- A7. No vertical element is proposed on section 14+00, except for the 12" vertical face of a type B ditch per standard drawing SDD-106.
- Q8. Please clarify the type of access that will be provided for the Wruck Canyon Habitat Restoration site for the 5 year maintenance.
- A8. Allowable access is via Cactus Ct. Contractor shall coordinate with **Atlas Wood Products (Phone: 619-710-8922)** two weeks prior to start the construction in Wruck Canyon.

James Nagelvoort, Director
Public Works Department

Dated: *June 22, 2015*
San Diego, California

JN/RWB/egz

City of San Diego

CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633

ADDENDUM "B"

FOR



OLD OTAY MESA ROAD IMPROVEMENTS PROJECT

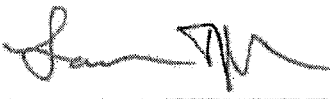
BID NO.: K-15-1216-DBB-3-A
SAP NO. (WBS/IO/CC): S-00870
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 8
PROJECT TYPE: ID

BID DUE DATE:

**2:00 PM
JULY 1, 2015
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:

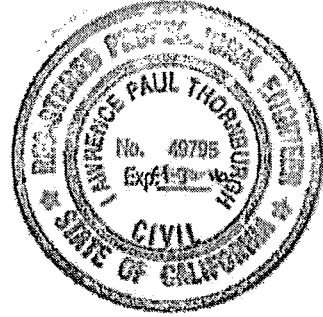


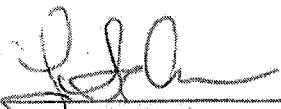
1) Lawrence Thornburgh, P.E.

6-22-15

Date

Seal:



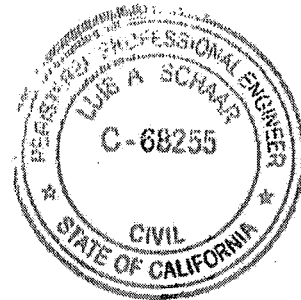


2) For City Engineer

6/22/15

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. CLARIFICATIONS

1. To Volume 1 and 2 where K-16-1216-DBB-3-A is noted, revise to read K-15-1216-DBB-3-A.
2. Addendum B will replace Addendum A for content.

C. BIDDER'S QUESTIONS

- Q1. There are no details provided on plans or in specifications for metal beam *Bid* item #49 Street Lighting Electrical System. Where can I find plans and specs describing and/or detailing the Street Lights?
- A1. See Sheet 45 (SL-1).
- Q2. Reference Section 308-7 Payment: The contract price paid for bioretention soil media shall include full compensation for material import, placement, impermeable liner, subdrain system including subdrain, rock fiber wrapping of subdrain and river rock surface complete in place in accordance with the plans. The detail on plan sheet C-13 does not show the limits of the liner or river rock. Please provide a detail showing the limits of the impermeable liner, river rock and the dimensions of the 1" crushed aggregate around the 12" PVC drain pipe. Also please provide specifications for the river rock.
- A2. The detail, Section G-G, on Sheet 13 indicates the location of the liner and the 1" crushed aggregate around the 12" PVC drain pipe. The perforated pipe shall be wrapped with 6" minimum of rock on all sides. The river rock detailing is included on the landscape plan, sheet 47.
- Q3. There does not appear to be a requirement to have a licensed geotechnical engineer design the various optional Mechanically Stabilized Walls (MSE), but simply the "contractor". It has been our experience that, when left to its own design discretion, too many walls designed by contractors and their wall suppliers have produced deficient or failing structures in attempts to submit the lowest bid. Will the City prudently require the wall designer to be a licensed geotechnical engineer?
- A3. The contractor is required to provide complete signed and stamped wall shop drawing package with calculations based on the plans and geotechnical report. The specifications call for "structural calculations" and "structural working drawings", as well as a reference to the Caltrans section 47-6 that state the "drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State". The shop drawings and calculations shall include the global

stability of the wall based on the provided signed and stamped geotechnical reports and addendums.

- Q4. Subsection 302-3 PREPARATORY REPAIR WORK, states:
- a. "Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions. Where and how does "crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching" get measured? Get paid?
 - b. "The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of 3" for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer." Where are these conditions identified on the plans? What bid time measures and contains unit pricing for "removing damaged areas of pavement" and the balance of the work described in this section?
 - c. "If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur." Where are these conditions identified on the plans? What bid item measures and contains unit pricing for dig outs?
- A4. All work associated with the milling and repaving of existing surfaces shall be included in the bid item 15 for cold mill AC paving and bid item 16 for Asphalt Concrete Overlay. Subsection 302-3 does not apply. See changes to the contract documents as part of this Addendum.
- Q5. Subsection 302-3.2, Payment, indicates "payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement Repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. There is no bid item, Asphalt Pavement Repair.
- A5. All work associated with the milling and repaving of existing surfaces shall be included in the bid item 15 for cold mill AC paving and bid item 16 for Asphalt Concrete Overlay. Subsection 302-3 does not apply. See changes to the contract documents as part of this Addendum.
- Q6. Subsection 3, Payment for Water, states, "the Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTRMC." Given the current (and projected) drought conditions, and the high

potential for unknown water rate increases, will the City consider any of the following to avoid over-stated bids:

- a. Establishing an allowance bid item to draw from for payment of "actual" water costs.
 - b. Include a contract provision that allows for unforeseen cost escalations similar to those utilized for oil increases that affect manufactured products (i.e., asphalt, PVC, etc.).
- A6. See changes to the contract documents as part of this Addendum.
- Q7. On plan sheet 4-D, the cross section for 14+00 shows a vertical of approximately 6' above the drainage ditch. How will this vertical be built? Please Clarify.
- A7. No vertical element is proposed on section 14+00, except for the 12" vertical face of a type B ditch per standard drawing SDD-106.
- Q8. Please clarify the type of access that will be provided for the Wruck Canyon Habitat Restoration site for the 5 year maintenance.
- A8. Allowable access is via Cactus Ct. Contractor shall coordinate with **Atlas Wood Products (Phone: 619-710-8922)** two weeks prior to start the construction in Wruck Canyon.

D. ADDENDUM A

1. To Addendum A, **DELETE** in its entirety and **SUBSTITUTE** with this Addendum B.

E. VOLUME 1

1. To Attachment E, Supplementary Special Provisions, page 59, Section 302, Roadway Surfacing, Subsection 302-3, Preparatory Repair Work, **DELETE** in its entirety.
2. To Attachment E, Supplementary Special Provisions Appendices, page 98, Appendix F, Long-Term Revegetation Maintenance Agreement, Part 3: Work Site Maintenance, Section 3.3 Payment for Water, **ADD** the following:

Any such significant increases in water rates beyond 10% shall be paid as a field order.

James Nagelvoort, Director
Public Works Department

Dated: *June 22, 2015*
San Diego, California
JN/RWB/egz

MIRV
LICAL ✓
(10)

City of San Diego

CONTRACTOR'S NAME: USS Cal Builders Inc
ADDRESS: 8051 Main Street, Stanton, California 90680
TELEPHONE NO.: (714) 828-4882 FAX NO.: (714) 503-6805
CITY CONTACT: Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov
Phone No. (619) 533-3481, Fax No. (619) 533-3633
B Olson/RW Bustamante/egz

CONTRACT DOCUMENTS



FOR

OLD OTAY MESA ROAD IMPROVEMENTS PROJECT

VOLUME 2 OF 2

BID NO.: K-16-1216-DBB-3-A
SAP NO. (WBS/IO/CC): S-00870
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 8
PROJECT TYPE: ID

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

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

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
2. Bid Bond.....	6
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	7
4. Contractors Certification of Pending Actions	8
5. Equal Benefits Ordinance Certification of Compliance.....	9
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BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

BIDDING DOCUMENTS

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

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

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted USS Cal Builders Inc

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



(Signature)

Eric Othman

(Printed Name)

Secretary

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of California

(4) Place of Business (Street & Number) 8051 Main Street

(5) City and State Stanton, California Zip Code 90680

(6) Telephone No. (714) 828-4882 Facsimile No. (714) 503-6805

(7) Email Address bidding@usscalbuilders.com

BIDDING DOCUMENTS

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 654454

LICENSE NO. 654454 EXPIRES September 30, 2016

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003215

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

TAX IDENTIFICATION NUMBER (TIN): XXXXXXXXXX

Email Address: bidding@usscalbuilders.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  Title Secretary

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____,

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

(NOTARIAL SEAL)

See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

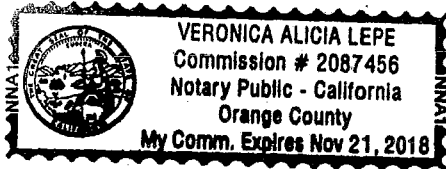
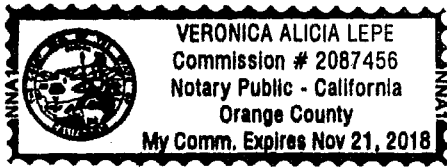
CIVIL CODE § 1189

State of California

County of Orange

On June 30, 2015 before me, Veronica Alicia Lepe, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Imad Eric Othman
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Individual

Partner -- Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

Corporate Officer -- Title(s): _____

Individual

Partner -- Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



USS CAL BUILDERS
Building Your Future

COPY

T 714 828 4882
F 714 828 9498

**BOARD OF DIRECTOR'S AUTHORIZATION ACTION TAKEN BY UNANIMOUS WRITTEN
CONSENT OF THE BOARD OF DIRECTORS OF USS CAL BUILDERS INC.**

The undersigned, constituting all of the Directors of USS CAL BUILDERS, Inc., a California corporation, acting under the authority of California Corporations Code Section 307(b) and the bylaws of this corporation, hereby consent to the following actions by the board of directors:

The following resolutions are hereby adopted:

WHEREAS, this corporation desires to engage in the continuous bidding of Public Works Construction Projects

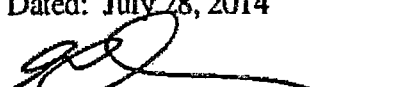
WHEREAS, the bidding of such projects requires the execution of contract document and the execution and delivery of bid submittal documents pursuant to the Bid Documents and specifications of the Project (s) in question; and


WHEREAS, this Board of directors has determined that it is in the best interest of this corporation to execute and deliver such documents;

NOW, THEREFORE, BE IT RESOLVED, that Imad Eric Othman, as the Secretary of this Corporation, is hereby authorized and empowered to execute and deliver all necessary bid submittal documents on behalf of this corporation; and

RESOLVED FURTHER, that the officers of this corporation be and they hereby are authorized and directed to execute any and all instruments, documents and agreements and to do any and all other acts and deeds necessary or proper to carry into effect the foregoing resolutions.

Dated: July 28, 2014


Director Allen A. Othman


Director Imad Eric Othman

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

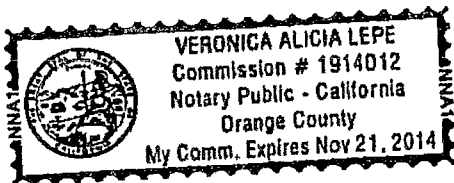
State of California

County of Orange

On August 26, 2014 before me, Veronica Alicia Lepe, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Allen Amerk Othman and Imad Eric Othman
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Minutes of the Board Meeting

Document Date: July 28, 2014 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

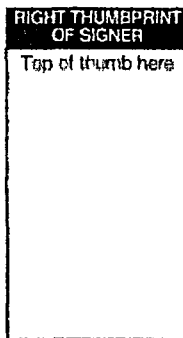
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

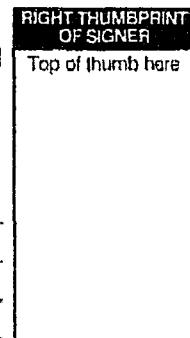
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____





USS CAL BUILDERS
Building Your Future

COPY

T 714 828 4882
F 714 828 9498

MINUTES OF THE BOARD MEETING

OF

USS CAL BUILDERS INC., a California Corporation

July 28, 2014

The Board Members elected to the Board of Directors held their yearly meeting at the time, on the day, and the place set therein below. The Board Members then agreed to the following:

Allen Othman – President
Imad Eric Othman – Secretary
Allen A. Othman – Treasurer

Present at said meeting are the following:

Allen A. Othman
Imad Eric Othman

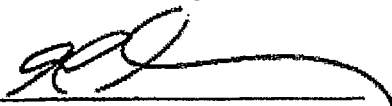
The following were Chairman & Secretary of the meeting:

Chairman – Allen Othman
Secretary – Imad Eric Othman

The chairperson presented to the meeting the Financial Statement, showing all activities that the corporation concluded during the past year.

Furthermore, all existing officers were reelected to serve until next year's meeting.

There being no further business to come before the meeting, upon motion duly made, seconded & unanimously carried, the meeting was adjourned.



Chairman



Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On August 26, 2014 before me, Veronica Alicia Lepe, Notary Public

Here Insert Name and Title of the Officer

personally appeared Allen Amerz Ahuman and Unad Eric Ahuman

Name(s) of Signer(s)

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

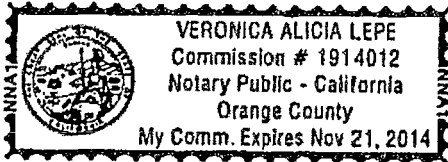
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

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

Description of Attached Document

Title or Type of Document: Board of Director's Authorization Action
Document Date: 7/23/14 taken by unanimous written consent of the board of directors of USC Builders Inc. Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

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

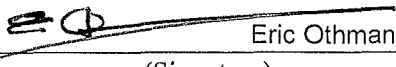
Old Otay Mesa Road Improvements Project

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

SIGNED AND SEALED, this 29TH day of JUNE, 2015

USS Cal Builders Inc (SEAL)
(Principal)

ARCH INSURANCE COMPANY (SEAL)
(Surety)

By:  Eric Othman, Secretary
(Signature)

By: 
(Signature)
PHILIP E. VEGA, ATTORNEY-in-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

See attached

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Britton Christiansen, Jadon H. Smith, Kevin Vega, Myrna Smith and Philip E. Vega of Covina, CA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

ACKNOWLEDGMENT

State of California
County of LOS ANGELES)

JUN 29 2015

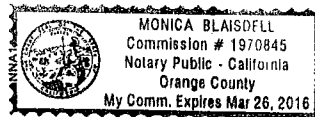
On _____ before me, Monica Blaisdell, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Monica Blaisdell (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

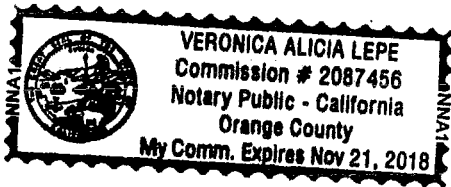
State of California

County of Orange

On June 30, 2015 before me, Veronica Alicia Lepe, Notary Public

personally appeared Imad Eric Othman

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature] Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

Corporate Officer - Title(s): Corporate Officer - Title(s):

Individual Individual

Partner - Limited General Partner - Limited General

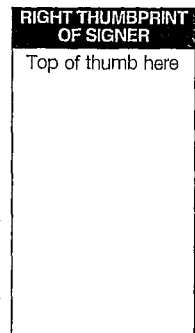
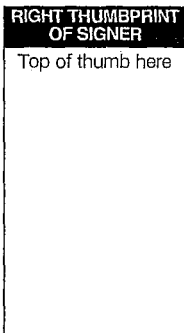
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: Other:

Signer Is Representing: Signer Is Representing:




BIDDING DOCUMENTS

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

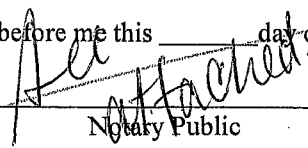
State of California)
) ss.
County of Orange)

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

Signed:  Eric Othman

Title: Secretary

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


Notary Public
(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On JUNE 30 2015 before me, Veronica Alicia Lepe, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Imad Eric Othman
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

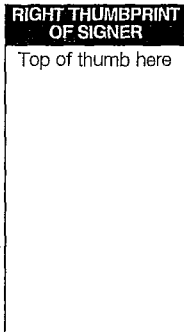
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

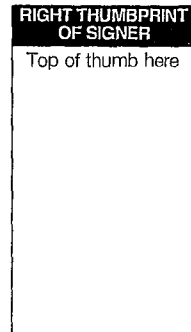
- Corporate Officer -- Title(s): _____
- Individual
- Partner -- Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

BIDDING DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

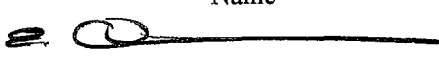
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

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

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

Contractor Name: USS Cal Builders Inc

Certified By Eric Othman Name Title Secretary



 Signature Date June 30, 2015

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION

Company Name: USS Cal Builders Inc	Contact Name: Eric Othman
Company Address: 8051 Main Street, Stanton, California 90680	Contact Phone: (714) 828-4882
	Contact Email: bidding@usscalbuilders.com

CONTRACT INFORMATION

Contract Title: Old Otay Mesa Road Improvements Project	Start Date: TBD
Contract Number (if no number, state location): K-16-1216-DBB-3-A	End Date: 480 working days

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Eric Othman, Secretary		June 30, 2015
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

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

PROPOSAL (BID)

The Bidder agrees to the construction of **Old Otay Mesa Road Improvements Project**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 180 days 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	524126	2-4.1	Bonds (Payment and Performance)	 	\$ 90,000
2	1	LS	237310	7-10.2.6	Traffic Control	 	\$ 15,180
3	2,600	LF	237310	7-10.2.6	Temporary K-Rail	\$ 22	\$ 57,200
4	1	LS	237310	9-3.4.1	Mobilization	 	\$ 650,000
5	1	AL		9-3.5	Field Orders - Type II	 	\$400,000.00
6	1	LS	238910	300-1.4	Clearing & Grubbing	 	\$ 70,000
7	1	LS	237310	5.7	Utility Coordination	 	\$ 16,500
8	60,000	SF	237310	301-1.7	Subgrade Preparation	\$ 1.1	\$ 66,000
9	15,500	CY	237310	300-2.9	Unclassified Excavation	\$ 44	\$ 682,000
10	10,000	CY	237310	300-3.6	Structure Excavation	\$ 44	\$ 440,000
11	20,000	CY	237310	300-3.6	Structure Backfill	\$ 44	\$ 880,000
12	10	TON	237110	300-11.4	Stone Riprap	\$ 500 550	\$ 5,500
13	7	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$ 880	\$ 6,160
14	9	EA	237310	301-1.7	Adjusting Existing Manhole Frame & Cover to Grade	\$ 1,650	\$ 14,850

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BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
15	45,000	SF	237310	302-1.12	Cold Mill AC Pavement (1 1/2")	\$ 0.33	\$ 14850
16	1,200	TON	237310	302-5.9	Asphalt Concrete Overlay (4 1/2")	\$ 92	\$ 110400
17	1,560	CY	237310	301-3.3.6	Cement Treated Base	\$ 72	\$ 112320 <i>TR</i>
18	1,200	TONS	237310	302-5.9	Ashphat Concrete Paving	\$ 92	\$ 110400
19	32,400	SF	237310	303-5.9	PCC Sidewalk	\$ 5.23	\$ 169452
20	3	EA	237110	303-1.11	Cutoff Wall	\$ 2750	\$ 8250
21	1	EA	237110	303-1.11	HeadWall	\$ 3850	\$ 3850
22	8	EA	237110	303-1.11	Curb Inlet Type B	\$ 7920	\$ 63360
23	4	EA	237110	303-1.11	Curb Inlet -- Biofilter	\$ 51000	\$ 204000
24	1	EA	237110	303-1.11	Catch Basin -- Precast	\$ 3575	\$ 3575
25	1	EA	237110	303-1.11	Catch Basin Type F	\$ 6600	\$ 6600
26	1	EA	237110	306-1.6	PVC Clean Out -- 12"	\$ 2750	\$ 2750
27	9	EA	237110	303-1.11	Clean Out Type A	\$ 7480	\$ 6667320 <i>AR</i>
28	1	EA	237110	303-1.11	Clean Out Type A (Modified)	\$ 8250	\$ 8250
29	3	EA	237110	303-1.11	Curb Outlet Type A	\$ 5830	\$ 17490
30	2,950	LF	237110	303-1.11	Drainage Ditch (SDD-106)	\$ 29.15	\$ 85992.5
31	2	EA	237110	303-1.11	Concrete Energy Dissipator	\$ 19800	\$ 39600
32	38,500	SF	238110	303-4.3.2	Earth Retaining Systems	\$ 31.5	\$ 1212750
33	6,600	SF	238110	303-1.11	Soil Nail Wall (Wall A)	\$ 76 90.15	\$ 501600 ⁵⁹⁴⁹⁹⁰ <i>TR</i>

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
34	3,880	SF	238110	303-1.11	Ground Anchor Wall (Wall B)	\$ 251 267.25	\$ 973,880 1036,930	AR
35	40	LF	237310	303-5.9	Curb & Gutter (Mountable)	\$ 27.5 30	\$ 1100 1200	AR
36	5,230	LF	237310	303-5.9	Curb & Gutter (6 Inch Curb, Type H)	\$ 27.5	\$ 143,825	
37	750	SF	237310	303-5.9	Concrete Driveway (Contiguous)	\$ 10	\$ 7,500	
38	4,500	SF	237310	303-5.9	Colored Concrete Basin Access Road Paving	\$ 12	\$ 54,000	
39	1	EA	237310	303-5.10.2	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles	\$ 2,200	\$ 2,200	
40	1,425	LF	238990	304-2.1.4	Cable Railing	\$ 15.15 15	\$ 21,375	AR
41	2,700	LF	237310	304-2.2.3	Guardrail	\$ 26	\$ 70,200	
42	2,400	LF	238990	304-3.4	Chain Link Fence (Vinyl Coated)	\$ 29.5	\$ 70,800	
43	1	EA	238990	304-3.4	Double Gate Assembly	\$ 4,050	\$ 4,050	
44	60	LF	237110	306-1.6	12-Inch PVC Storm Drain	\$ 210	\$ 12,600	
45	100	LF	237110	306-1.6	12-Inch PVC Storm Drain (Perforated and Fabric Wrapped in Gravel)	\$ 225.5	\$ 22,550	
46	660	LF	237110	306-1.6	18-Inch RCP Storm Drain	\$ 220	\$ 145,200	
47	180	LF	237110	306-1.6	18-Inch RCP Storm Drain Water Tight Joints	\$ 225.5	\$ 40,590	
48	360	LF	237110	306-1.6	48-Inch RCP Storm Drain Water Tight Joints	\$ 340	\$ 40,400 122,400	AR
49	1	LS	238210	307-2	Street Lighting Electrical System	79,040	\$ 79,040 79,040	AR
50	400	CY	561730	308-7	Bioretention Soil Media	\$ 97	\$ 38,800	
51	1	EA	237110	303-5.9	Concrete Weir	\$ 4,700	\$ 4,700	

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
52	11	EA	541370	309-4	Survey Monuments	\$ 910	\$ 10010
53	1	LS	237310	314-4.3.7	Thermoplastic Striping, Crosswalks, Arrows, and Markings	 	10000 \$ 4900
54	1	LS	561730	700-2.15	Revegetation and Erosion Control	 	\$ 529000
55	1	LS	561730	700-2.15	Revegetation and Erosion Control (Otay Tarplant Translocation Only)	 	\$ 12870
56	1	LS	561730	700-2.15	Revegetation and Erosion Control (Wruck Canyon Habitat Restoration Only)	 	\$ 31400
57	1	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program	 	\$ 71500
58	1	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program (Otay Tarplant Translocation Only)	 	\$ 12000
59	1	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program (Wruck Canyon Habitat Restoration only)	 	\$ 45500
60	1	LS	237990	700-2.15	Construction Fencing and Access Route	 	25000 \$ 16500
61	1	LS	541330	701-13.8.4	Water Pollution Control Program Development (SWPPP Risk Level 2)	 	7000 \$ 1650
62	1	AL	237990	701-13.8.4	Water Pollution Control Program Permit Fees	 	\$3,000.00
63	1	LS	237990	701-13.8.4	Water Pollution Control Program Implementation (SWPPP Risk Level 2)	 	\$ 33000
64	2,000	LF	238350	305-2.6	Noise Barrier	\$ 28	\$ 56000
ESTIMATED TOTAL BASE BID:							\$ 8,985,629.5
ADDITIVE ALTERNATE A							8,953,829.50
1	35,000	SF	238110	301-1.11	Reinforced Concrete Crib Wall	\$ 110	\$ 3,850,000
ESTIMATED TOTAL ADDITIVE ALTERNATE A:							\$ 12,835,629.5 3,850,000

BIDDING DOCUMENTS

TOTAL BID PRICE FOR BID (Items 1 through 64, inclusive) amount written in words:

~~And Twelve million~~ Eight million nine hundred eighty-five thousand eight hundred twenty nine and fifty cents :
EIGHT MILLION NINE HUNDRED FIFTY THREE THOUSAND EIGHT HUNDRED TWENTY NINE AND FIFTY CENTS - JE

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

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

USS Cal Builders Inc:

Allen Othman, President / Treasurer

Eric Othman, Secretary / RMO

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: USS Cal Builders Inc

Title: Secretary

Business Address: 8051 Main Street, Stanton, California 90680

Place of Business: 8051 Main Street, Stanton, California 90680

Place of Residence: 8051 Main Street, Stanton, California 90680

Signature: 

Eric Othman

BIDDING DOCUMENTS

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 for the Base Bid plus Additive Alternate A at 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.
- J. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

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, SEBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
① Name: <u>Integrity Rebar</u> Address: <u>1345 Winding Ave</u> City: <u>Perris</u> State: <u>CA</u> Zip: <u>92571</u> Phone: <u>951 696-6893</u> Email: <u>dolly@integrityrebarplacers.com</u>	C	533729	Rebar	174,954	N/A	N/A	
② Name: <u>Boulderscape</u> Address: <u>27134 B Paseo Espada # 223</u> City: <u>San Juan Capistrano</u> State: <u>CA</u> Zip: <u>92675</u> Phone: <u>949 661-5007</u> Email: <u>steve@boulderscapeinc.com</u>	C	444828	shotcrete	183,000	N/A	N/A	

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

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

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

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

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

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
③ Name: <u>Tierra Data</u> Address: <u>10110 W. Lilac Rd</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92026</u> Phone: <u>760.749-2247</u> Email: <u>James@tierradata.com</u>	C	959,555	Landscape	638,486	SLBE DBE	City CA	
④ Name: <u>Perry Electric</u> Address: <u>P.O. Box 710130</u> City: <u>San tee</u> State: <u>CA</u> Zip: <u>92072</u> Phone: <u>619.449.0045</u> Email: <u>arivera@perryelectricsd.com</u>	C	747,931	electrical	71,854	SLBE	City CA	

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

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

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

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

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

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED [ⓐ]	CHECK IF JOINT VENTURE PARTNERSHIP
(5) Name: <u>Atlas Fence</u> Address: <u>788 Energy Way</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91911</u> Phone: <u>619 397-6600</u> Email: <u>apettis@alconfence.com</u>	C	176374	Fencing	177,854	N/A	N/A	
(6) Name: <u>Condon Johnson</u> Address: <u>PO Box 12308</u> City: <u>Oakland</u> State: <u>CA</u> Zip: <u>94604</u> Phone: <u>510-636-2160</u> Email: <u>DG1WOSKY@condon-johnson.com</u>	C	300068	Soil Nail + Wall Anchor	945,840	N/A	N/A	

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

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

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

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

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

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
⑦ Name: <u>Calmex Engineering</u> Address: <u>2764 S. Vista Ave</u> City: <u>Bloomington</u> State: <u>CA</u> Zip: <u>92316</u> Phone: <u>909 546 1311</u> Email: <u>tb.calmex@aol.com</u>	C	685954	Asphalt paving	219,068	SBE	CA	
⑧ Name: <u>Southwest U-Ditch</u> Address: <u>3625 Placentia Ln</u> City: <u>Riverside</u> State: <u>CA</u> Zip: <u>92501</u> Phone: <u>951 300 2973</u> Email: <u>Keith@swuditch.com</u>	C	569779	Drainage Ditch + Partial Concrete	120,030	SBE	CA	

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):

- | | | | |
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| 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 |
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Name: <u>Stanta Utilities</u> Address: <u>10550 Beach Blvd</u> City: <u>Stanton</u> State: <u>CA</u> Zip: <u>90680</u> Phone: <u>714 761 1617</u> Email: <u>luc@stantonutilities.com</u>	C	967030	site utilities		SBE	CA	
Name: <u>CLS Constructors</u> Address: <u>21935 San Buren St</u> City: <u>Grand terrace</u> State: <u>CA</u> Zip: <u>92313</u> Phone: <u>951 534-7777</u> Email: <u>estimating@clsconstructors.com</u>	C	980071	Concrete (partial)		SBE	CA	

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BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

- | | | | |
|------------------------------------------------------|--------|--------------------------------------------------------|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
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BIDDING DOCUMENTS

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BIDDING DOCUMENTS

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

Bidder shall list all Subcontractors described in the Bidder's *Base Bid* whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder's *Base Bid* who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%.. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
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BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of Old Otay Mesa Road Improvements Project, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 180 days 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	524126	2-4.1	Bonds (Payment and Performance)	 	\$ 90,000
2	1	LS	237310	7-10.2.6	Traffic Control	 	\$ 15,180
3	2,600	LF	237310	7-10.2.6	Temporary K-Rail	\$ 22	\$ 57,200
4	1	LS	237310	9-3.4.1	Mobilization	 	\$ 650,000
5	1	AL		9-3.5	Field Orders - Type II	 	\$400,000.00
6	1	LS	238910	300-1.4	Clearing & Grubbing	 	\$ 70,000
7	1	LS	237310	5.7	Utility Coordination	 	\$ 16,500
8	60,000	SF	237310	301-1.7	Subgrade Preparation	\$ 1.1	\$ 66,000
9	15,500	CY	237310	300-2.9	Unclassified Excavation	\$ 44	\$ 682,000
10	10,000	CY	237310	300-3.6	Structure Excavation	\$ 44	\$ 440,000
11	20,000	CY	237310	300-3.6	Structure Backfill	\$ 44	\$ 880,000
12	10	TON	237110	300-11.4	Stone Riprap	\$ 500 350	\$ 5500
13	7	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$ 880	\$ 6,160
14	9	EA	237310	301-1.7	Adjusting Existing Manhole Frame & Cover to Grade	\$ 1,650	\$ 14,850

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
15	45,000	SF	237310	302-1.12	Cold Mill AC Pavement (1 1/2")	\$ 0.33	\$ 14850
16	1,200	TON	237310	302-5.9	Asphalt Concrete Overlay (4 1/2")	\$ 92	\$ 110400
17	1,560	CY	237310	301-3.3.6	Cement Treated Base	\$ 72	\$ 112320
18	1,200	TONS	237310	302-5.9	Asphalt Concrete Paving	\$ 92	\$ 110400
19	32,400	SF	237310	303-5.9	PCC Sidewalk	\$ 5.23	\$ 169452
20	3	EA	237110	303-1.11	Cutoff Wall	\$ 2750	\$ 8250
21	1	EA	237110	303-1.11	HeadWall	\$ 3850	\$ 3850
22	8	EA	237110	303-1.11	Curb Inlet Type B	\$ 7920	\$ 63360
23	4	EA	237110	303-1.11	Curb Inlet -- Biofilter	\$ 51000	\$ 204000
24	1	EA	237110	303-1.11	Catch Basin -- Precast	\$ 3575	\$ 3575
25	1	EA	237110	303-1.11	Catch Basin Type F	\$ 6600	\$ 6600
26	1	EA	237110	306-1.6	PVC Clean Out -- 12"	\$ 2750	\$ 2750
27	9	EA	237110	303-1.11	Clean Out Type A	\$ 7480	\$ 6667320
28	1	EA	237110	303-1.11	Clean Out Type A (Modified)	\$ 8250	\$ 8250
29	3	EA	237110	303-1.11	Curb Outlet Type A	\$ 5830	\$ 17490
30	2,950	LF	237110	303-1.11	Drainage Ditch (SDD-106)	\$ 2915	\$ 85992.5
31	2	EA	237110	303-1.11	Concrete Energy Dissipator	\$ 19800	\$ 39600
32	38,500	SF	238110	303-4.3.2	Earth Retaining Systems	\$ 31.5	\$ 1212750
33	6,600	SF	238110	303-1.11	Soil Nail Wall (Wall A)	\$ 74 90.15	\$ 601600 594990

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
34	3,880	SF	238110	303-1.11	Ground Anchor Wall (Wall B)	\$ 267.25 251	\$ 1036930 973860
35	40	LF	237310	303-5.9	Curb & Gutter (Mountable)	\$ 30 27.5	\$ 1200 1100
36	5,230	LF	237310	303-5.9	Curb & Gutter (6 Inch Curb, Type H)	\$ 27.5	\$ 143825
37	750	SF	237310	303-5.9	Concrete Driveway (Contiguous)	\$ 10	\$ 7500
38	4,500	SF	237310	303-5.9	Colored Concrete Basin Access Road Paving	\$ 12	\$ 54000
39	1	EA	237310	303-5.10.2	Curb Ramp Type B with Stainless Steel Detectable Warning Tiles	\$ 2200	\$ 2200
40	1,425	LF	238990	304-2.1.4	Cable Railing	\$ 15 15.15	\$ 21375
41	2,700	LF	237310	304-2.2.3	Guardrail	\$ 26	\$ 70200
42	2,400	LF	238990	304-3.4	Chain Link Fence (Vinyl Coated)	\$ 29.5	\$ 70800
43	1	EA	238990	304-3.4	Double Gate Assembly	\$ 4050	\$ 4050
44	60	LF	237110	306-1.6	12-Inch PVC Storm Drain	\$ 210	\$ 12600
45	100	LF	237110	306-1.6	12-Inch PVC Storm Drain (Perforated and Fabric Wrapped in Gravel)	\$ 225.5	\$ 22,550
46	660	LF	237110	306-1.6	18-Inch RCP Storm Drain	\$ 220	\$ 145200
47	180	LF	237110	306-1.6	18-Inch RCP Storm Drain Water Tight Joints	\$ 225.5	\$ 40590
48	360	LF	237110	306-1.6	48-Inch RCP Storm Drain Water Tight Joints	\$ 340	\$ 122400 46400
49	1	LS	238210	307-2	Street Lighting Electrical System	XXXXXX	\$ 79040 79040
50	400	CY	561730	308-7	Bioretention Soil Media	\$ 97	\$ 38800
51	1	EA	237110	303-5.9	Concrete Weir	\$ 4700	\$ 4700

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
52	11	EA	541370	309-4	Survey Monuments	\$ 910	\$ 10010
53	1	LS	237310	314-4.3.7	Thermoplastic Striping, Crosswalks, Arrows, and Markings	XXXXXX	10000 \$ 4900
54	1	LS	561730	700-2.15	Revegetation and Erosion Control	XXXXXX	\$ 529000
55	1	LS	561730	700-2.15	Revegetation and Erosion Control (Otay Tarplant Translocation Only)	XXXXXX	\$ 12870
56	1	LS	561730	700-2.15	Revegetation and Erosion Control (Wruck Canyon Habitat Restoration Only)	XXXXXX	\$ 31400
57	1	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program	XXXXXX	\$ 71500
58	1	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program (Otay Tarplant Translocation Only)	XXXXXX	\$ 12000
59	1	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program (Wruck Canyon Habitat Restoration only)	XXXXXX	\$ 45500
60	1	LS	237990	700-2.15	Construction Fencing and Access Route	XXXXXX	25000 \$ 10500
61	1	LS	541330	701-13.8.4	Water Pollution Control Program Development (SWPPP Risk Level 2)	XXXXXX	7000 \$ 1650
62	1	AL	237990	701-13.8.4	Water Pollution Control Program Permit Fees	XXXXXX	\$3,000.00
63	1	LS	237990	701-13.8.4	Water Pollution Control Program Implementation (SWPPP Risk Level 2)	XXXXXX	\$ 33000
64	2,000	LF	238350	305-2.6	Noise Barrier	\$ 28	\$ 56000
ESTIMATED TOTAL BASE BID:							\$ 8,985,629.50
ADDITIVE ALTERNATE A							8,953,829.50
1	35,000	SF	238110	301-1.11	Reinforced Concrete Crib Wall	\$ 110	\$ 3,850,000
ESTIMATED TOTAL ADDITIVE ALTERNATE A:							\$ 12,835,629.50 3,850,000

3850,000 VJE

BIDDING DOCUMENTS

TOTAL BID PRICE FOR BID (Items 1 through 64, inclusive) amount written in words:

~~As of the million~~ Eight million nine hundred eighty-five thousand eight hundred twenty nine and fifty cents
EIGHT MILLION NINE HUNDRED FIFTY THREE THOUSAND EIGHT HUNDRED TWENTY NINE AND FIFTY CENTS - SE

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

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

USS Cal Builders Inc:

Allen Othman, President / Treasurer

Eric Othman, Secretary / RMO

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: USS Cal Builders Inc

Title: Secretary

Business Address: 8051 Main Street, Stanton, California 90680

Place of Business: 8051 Main Street, Stanton, California 90680

Place of Residence: 8051 Main Street, Stanton, California 90680

Signature: 

Eric Othman

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

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Name: <u>Integrity Rebar Placers</u> Address: <u>1245 Wandina Ave</u> City: <u>Perris</u> State: <u>CA</u> Zip: <u>92571</u> Phone: <u>951 696-6893</u> Email: <u>daly@integrityrebarplacers.com</u>	C	533729	Rebar	174,954	N/A	N/A	
Name: <u>Boulderscape Inc</u> Address: <u>27134 P Lasca Espada #223</u> City: <u>San Juan Capistrano</u> State: <u>CA</u> Zip: <u>92675</u> Phone: <u>949 661-5087</u> Email: <u>steve@boulderscapeinc.com</u>	C	444828	Shotcrete	183,000	N/A	N/A	

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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		

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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

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NAME ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SEBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
③ Name: <u>Tierra Data Inc.</u> Address: <u>1010 W. Lila Rd</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92026</u> Phone: <u>760.749-2247</u> Email: <u>James@tierra-data.com</u>	C	959,555	Landscape	638,486	SLBE DBE	City CA	
④ Name: <u>Perry Electric (dba) TRM Electric Inc.</u> Address: <u>P.O. Box 70130</u> City: <u>Santer</u> State: <u>CA</u> Zip: <u>92022</u> Phone: <u>619-449-0045</u> Email: <u>a.rivera@perryelectric.com</u>	C	747,931	Electrical	71,854	SLBE	City CA	

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(5) Name: Atlas Fence Co (dba) Alcorn Fence Company Address: 788 Energy Way City: Chula Vista State: CA Zip: 91911 Phone: 619 397-6600 Email: ggettis@alcornfence.com	C	176374	Fencing	177,854	N/A	N/A	
(6) Name: Candor Johnson & Associates LLC Address: PO Box 12368 City: Oakland State: CA Zip: 94604 Phone: 510-636-2160 Email: DJ@WOSEY@candor-johnson.com	C	300068	Soil Nail + Wall Anchor	945,840	N/A	N/A	

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- | | | | |
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① Name: <u>Calmax Engineering Inc.</u> Address: <u>2764 S. Vista Ave</u> City: <u>Bloomington</u> State: <u>CA</u> Zip: <u>92316</u> Phone: <u>909 546 1311</u> Email: <u>tb calmax@aol.com</u>	C	665954	Asphalt paving	214,068	SBE	CA	
② Name: <u>Southwest V-Ditch Inc.</u> Address: <u>3625 Placenta Ln</u> City: <u>Riverside</u> State: <u>CA</u> Zip: <u>92501</u> Phone: <u>951 300 2973</u> Email: <u>Keith@swditch.com</u>	C	569779	Orange Ditch + Partial Concrete	120,030	SBE	CA	

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- | | | | |
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Name: <u>Stanton Utilities INC.</u> Address: <u>10550 Beach Blvd</u> City: <u>Skilton</u> State: <u>CA</u> Zip: <u>90680</u> Phone: <u>714 761 1677</u> Email: <u>lea@stantonutilities.com</u>	C	967030	site utilities	480,000	SBE	CA	
Name: <u>CLS Constructors INC.</u> Address: <u>21935 San Buren St</u> City: <u>Grand Terrace</u> State: <u>CA</u> Zip: <u>92313</u> Phone: <u>951 534-7777</u> Email: <u>estimating@clsconstructors.com</u>	C	980071	Concrete (partial)	200,000	SBE	CA	

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