City of San Diego

CONTRACTOR'S NA	ME:Portillo Concrete, Inc.		
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J St	raughn/RW Bustamante/egz		

CONTRACT DOCUMENTS



FOR

ORIGINAL

STREAMVIEW DRIVE IMPROVEMENTS (LYNN/MICHAEL STREET TO GAYLE STREET)

VOLUME 1 OF 2

BID NO.:	K-15-1226-DBB-3	
SAP NO. (WBS/IO/CC):	S-00864	
CLIENT DEPARTMENT:	2116	
COUNCIL DISTRICT:	4	
PROJECT TYPE:	ID	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ightharpoonup Prevailing wage rates: State \boxtimes Federal \square
- > APPRENTICESHIP
- > THIS IS A TRANSNET FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA.

BID DUE DATE:

2:00 PM
JULY 8, 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) Registered Engineer

4/23/2015 Seal

Seal:

PROFESSIONAL PROFE

2) For City Engineer

4/23/15 Seal:

Mo. C-45838 Exp. 13/31/16

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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 on **Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)** (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	10.8%
2.	ELBE participation	22.6%
3.	Total mandatory participation	33.4%

- 4.2. The Bidders are strongly encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: http://www.sandiego.gov/eoc/
- **4.3.** The Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions:
 - **4.3.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
 - **4.3.2.** Bidder's submission of Good Faith Effort documentation, 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 mandatory participation percentage is not met.

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

5. PRE-BID MEETING:

- 5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracts Conference Room, at 1010 Second Avenue 14th Floor, San Diego, CA 92101, at 10:00 AM, on JUNE 18, 2015.
- **5.2.** All potential bidders are encouraged to attend.
- 5.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM;

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

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

- 6.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 7. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- 8. PREVAILING WAGE RATES: Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 8.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the

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

- 8.1.1. 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.
- 8.1.2. 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.
- **8.2. 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.
- **8.3. 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.
 - **8.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **8.4. 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 is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

- 8.5. Working Hours. Contractor and their 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.
- **8.6.** 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, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.7. 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."
- **8.8. Labor Compliance Program**. The City has its own Labor Compliance Program authorized in August 2011 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. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 8.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
 - 8.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

9. INSURANCE REQUIREMENTS:

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

10. PREQUALIFICATION OF CONTRACTORS:

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

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

- **10.2.** The completed application must be submitted online to the Public Works Contracts, Prequalification Program no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 10.3. As a result of the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on <u>PlanetBids</u>TM.
- 11. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

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

- 12. 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.
- 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.
- **14. 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.
- **15. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

16. AWARD PROCESS:

- **16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2. 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.
- **16.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 17. 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.
- **18. 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.

19. SUBMISSION OF QUESTIONS:

19.1. 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.

- **19.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **19.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 19.4. 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.
- 20. 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.
- 21. 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.
- **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.
 - 22.1. 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.
 - **22.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
 - 22.3. 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.

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

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

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.
- 23.4. A Bid received without the specified bid security may be rejected as non-responsive.

24. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **24.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **24.2.** 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.
- **24.3.** 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.
- 24.4. 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.
- 24.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracts no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- **24.6.** 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.

- **24.7.** 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.
- **24.8.** 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.

25. BID RESULTS:

- **25.1.** 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.
- **25.2.** 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.

26. THE CONTRACT:

- **26.1.** 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.
- 26.2. 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.
- 26.3. 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.
- 26.4. 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.

- 26.5. 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.
- 27. 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.
- **28. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **28.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **28.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 28.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - **28.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **28.5.** 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.
 - **28.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - **28.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

29. PRE-AWARD ACTIVITIES:

- **29.1.** 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.**
- **29.2.** 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.

30. ADDITIVE/DEDUCTIVE ALTERNATES:

- 30.1. The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make decision prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).
- **30.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

31. REQUIRED DOCUMENT SCHEDULE:

- **31.1.** 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.
- **31.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA45 - Subcontractors Additive/Deductive Alternate
9.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Cost Breakdown for Encroachment Removal Work and Encroachment Relocation Work. See Section 300.

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE Good Faith Efforts Documentation
11.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
12.	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.
13.	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
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
21.	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 <u>PORTILLO CONCRETE, INC.</u>, herein called "Contractor" for construction of **Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)**; Bid No. **K-15-1226-DBB-3**; in the amount of <u>TWO MILLION FIVE HUNDRED AND TWENTY EIGHT THOUSAND SIX HUNDRED AND NINETY FIVE DOLLARS 00/100 (\$2,528,695.00)</u>, which is comprised of the Base Bid plus Additive Alternate B.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)**, on file in the office of the Public Works Department as Document No. **S-00864**, 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 Streamview Drive Improvements (Lynn/Michael Street to Gayle Street), Bid Number K-15-1226-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
Print Name: Stephen Samara, Principal Contract Specialist	Print Name: Print Name: Deputy City Attorney
Date: 10 - 21 - 15	Date: 10/22/15
contractor By Man Parties	
Print Name: Mario Portillo	
Title: President/CEO	
Date: 9/3/15	
City of San Diego License No.: <u>B199600</u> 65.	38

State Contractor's License No.: 680144

CONTRACT FORMS ATTACHMENTS

Bond No.: 024061986 Premium: \$27,798.00

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

The Ohio Casualty Insurance Company

PORTILLO CONCRETE, INC , a corporation, as principal, and , a corporation authorized to
do business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of
TWO MILLION FIVE HUNDRED AND TWENTY EIGHT THOUSAND SIX HUNDRED AND
NINETY FIVE DOLLARS 00/100 (\$2,528,695.00) for the faithful performance of the annexed
contract, and in the sum of TWO MILLION FIVE HUNDRED AND TWENTY EIGHT
THOUSAND SIX HUNDRED AND NINETY FIVE DOLLARS 00/100 (\$2,528,695.00) for the
benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract Streamview Drive Improvements (Lynn/Michael Street to Gayle Street), Bid Number K-15-1226-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 shou	ld suit be brought to enforce the provisions of this
bond,	
Dated_September 4, 2015	
Approved as to Form	Portillo Concrete, Inc.
	By Maw Principal
	Mario Portillo, President
	Printed Name of Person Signing for Principal
Jan I. Goldsmith, City Attorney	
By KAT	The Ohio Casualty Insurance Company
Debyty City A forney	By (S C Surety)
	Attorney-in-fact
Approved:	9325 Skypark Ct., Ste. 200
	Local Address of Surety
£ 1	San Diego, CA 92123
By: Stephen Samara Principal Contract Specialist	Local Address (City, State) of Surety
Public Works Contracting Group	858-255-3988
	Local Telephone No. of Surety
	Premium \$ 27,798.00
	Bond No. 024061986

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 San Diego	. }
On <u>September 8th, 2015</u> before me,	Heather Barnhill, Notary Public (Here Insert name and title of the officer)
name(s) is/are subscribed to the within he/she/they executed the same in his/h	factory evidence to be the person(s) whose instrument and acknowledged to me that her/their authorized capacity(les), and that by nent the person(s), or the entity upon behalf of e instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and co	rrect.
WITNESS my hand and official seal.	HEATHER S. BARNHILL Commission # 2070208 Notary Public - California San Diego County My Comm. Expires Jun 2, 2018
Notary Public Signature (N	otary Public Seal) INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long
Payment & Performance Bond (Title or description of attached document) Streamview Drive Improvements	 as the wording does not require the California notary to violate California notary law. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which
(Title or description of attached document continued) Number of Pages1 Document Date	must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer CEO (Title) Partner(s) Attorney-in-Fact	notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. * Additional information is not required but could help to ensure this
☐ Trustee(s) ☐ Other	 Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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	1
County of San Diego	}
On September 4, 2015 before me, Dana L. M	Aichaelis , Notary Public,
personally appeared Cyndi Beilman	Name(s) of Signer(s)
DANA L. MICHAELIS Commission # 1980195 Notary Public - California	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.
San Diego County My Comm. Expires Jun 27, 2016	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Place Notary Seal Above	Witness my hand and official seal. Signature Signature of Notary Public Dana L. Michaelis
OF	PTIONAL
Though the information below is not required by law	w, it may prove valuable to persons relying on the document dreattachment of the form to another document.
Description of Attached Document	a realizabilities of the form to another accounters.
Title or Type of Document:	
Document Date:	
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Individual Corporate Officer — Title(s): Partner Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	☐ Partner ☐ LImited ☐ General

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

Certificate No. 7064055

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

POWER OF ATTORNEY

KNOWN ALL PE	RSONS BY THESE PRESENTS:	That American Fire & Ca	sualty Company and TI	ne Ohio Casualty Ir	nsurance Company are con	porations duly organized	under the laws of
the State of New	Hampshire, that Liberty Mutual Ins	surance Company is a cor	rporation duly organize	d under the laws of	the State of Massachusett	s, and West American In	surance Company
is a corporation	duly organized under the laws of th	e State of Indiana (herein	collectively called the "	Companies"), pursi	uant to and by authority he	rein set forth, does hereb	y name, constitute
	Anne Wright; Cyndi Beilman						
		The second secon	The first property of		the contract of the contract o		

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of July

1906 1912 1991

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

currency rate, interest rate or residual value guarantees.

Not valid for mortgage, note, loan, letter of credit,

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

David M. Carey, Assistant Secretary

2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and On this 22nd day of July Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

COMMONWEALTH OF PENNSYLVANIA A PAST Notarial Seal Teresa Pastella, Notary Public

My Commission Expires March 28, 2017

Member, Pennsylvania Association of Notaries

Teresa Pastella, Notary Public

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

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

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

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such afterneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th

September







Gregory W. Davenport, Assistant Secretary

g

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)

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;

Portillo Congrete, 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 Maw Futto

Printed Name Mario Portillo

Title President/CEO

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-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;
Portillo Concrete, Inc.
(Name under which business is conducted)
has in place a workplace program that complies with said policy. I further certify that eac subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined. Signed Signed
Printed Name Maxio Portillo
Title President CEO

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)
I declare under penalty of perjury that I am authorized to make this certification on behalf of Portion Concrete, we., 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 3 Day of September 2015.
Signed
Printed Name_Mavio Portillo
Title President/CEO

AFFIDAVIT OF DISPOSAL

WHEREAS, on the D	AY OF		, 2	the
undersigned entered into and execute	ed a contract wit	h the City of San	Diego, a municipal c	corporation, for:
St Duit	т	4 - (T /N/E: -V	-1 S44 4 5 C 1 - 4	54 4)
Streamview Driv		of Project)	el Street to Gayle S	street)
·	(1,00000	1 1 1 5 3 5 5 6 7		
as particularly described in said (WBS/IO/CC) S-00864 ; and WHI affirm that "all brush, trash, deb disposed of in a legal manner"; as materials disposed of:	EREAS, the speris, and surplu	cification of said s materials resu	l contract requires the lting from this pro	ne Contractor to ject have been
NOW, THEREFORE, in consid	leration of the	final payment l	by the City of San	Diego to said
Contractor under the terms of said surplus materials as described in sa	d contract, the ι	ındersigned Con	tractor, does hereby	y affirm that all
and that they have been disposed o	f according to a	ll applicable law	s and regulations.	
Dated this DAY OF				
by				
ATTEST:				
State ofCounty of				
On this DAY OF and for said County and S		2, before t	he undersigned, a N	Notary Public in
and for said County and S Contractor named in the foregoing	state, duly co	ommissioned as me to be the	ad sworn, person	nally appeared
Contractor named in the foregoing to me that said Contractor executed			oscribed thereto, and	d acknowledged
Notary Public in and for said Cour	aty and State			

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

For Contract or Task	
	plies with the materials and workmanship requirements of sions, Standard Specifications, and Standard Plans for the
also certify that I am an official represent nanufacturer of the material listed above. hysical or chemical test requirements a erformed the necessary quality control to	Furthermore, I certify that where California test methods are part of the specifications, that the manufacturer has
Aaterial Description:	
Manufacturer:	
Model:	
Serial Number (if applicable)	
Quantity to be supplied	No.
Remarks:	
Signed by:	
Printed Name: Title:	

City of San Diego Public Works Department, Field Division

NOTICE OF MATERIALS TO BE USED

Го:		Date:	, 20		
Resident Engine	eer				
You are hereby notified that the for construction of		nder Contract No			
n the City of San Diego, will l		ein designated.			
CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	1 22"	DRËSS WHERE N BE INSPECTED		
	.038				
			<i>y</i>		
		4			
		the state of the s			
t 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 Supplie	r		Address		
		Phone Number:			

ATTACHMENTS

ATTACHMENT A SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK: This project proposes traffic calming devices such as traffic circles, wider sidewalks, curb ramps, median improvements, left-turn pockets, street lighting, bicycle facilities, additional accessible parking, signage and traffic striping to reduce speeding and cut-through vehicles on Streamview Drive.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids and Plans numbered **19905-01-D** through **19905-29-D**, inclusive.
- 2. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$2,440,000.
- 3. LOCATION OF WORK: The location of the Work is as follows:

See Attachment E – Location Map.

- 4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be 139 Working Days.
- **5. CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
 - **5.1.** The City has determined the following licensing classification for this contract:
 - CLASS A

ATTACHMENT B INTENTIONALLY LEFT BLANK

ATTACHMENT C EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

ATTACHMENT D INTENTIONALLY LEFT BLANK

ATTACHMENT E SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

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.
 - 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

2-5.3.2 Working Drawings. To the City Supplement, ADD the following:

Table 2-5.3.2(A), ADD the following:

Item	Subsection No.	Title	Subject
17	6-7.4	Construction Phasing	Construction Phasing Plan

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 Services Report, dated April 12, 2012 by Geocon Incorporated.
- 5. The report(s) listed above is(are) available for review by contacting the Contract Specialist or visiting:

ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/

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

Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

Monument Preservation will be performed by City Public Works Field Engineering Division (PW-FED) Field Survey Section on all Projects, unless permission is obtained for these services in writing by PW-FED.

The Contractor shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. The Agency (or the owner on a Private Contract) will:

- a) set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
- b) file a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
- c) file a Corner Record of Record of Survey with the County Surveyor after reestablishment of the disturbed controlling survey monuments.

SECTION 4 - CONTROL OF MATERIALS

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

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

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

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

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

SECTION 5 - UTILITIES

ADD:

- 5-6.1 Utility Relocation and Contractor-Arranged Time for Relocation. Installation of the utilities shown in the following table requires coordination with your activities. Make arrangements with the utility company through the Resident Engineer and submit a schedule to the Resident Engineer:
 - 1. Verified by the utility company
 - 2. Allowing at least the time shown for the utility owner to complete its work.

Type of Utility	Location of Utility (Proposed TC Sta.)	Owner	Owner's Address	N/W
Telephone	RT: 14+71.11	АТ&Т	7337 Trade St, Room 5685 San Diego, CA 92121 (510) 645-2929	30/5
Cable TV	RT: 10+75.68,13+52.50,14 +72.21,19+62.38, 26+97.50 LT:10+75.13,15+20.3 1,16+32.57,19+63.69, 22+07.82, 23+15.08	Cox Comm.	1985 Gillespie Way El Cajon, CA 92020 (619) 592-4049	30/5
lectric	RT: 8+23.29,8+95.85,11+2 6.42, 11+69.09, 13+53.04, 14+85.88, 16+30.72, 1803.68, 18+92.47, 21+05.88, 22+36.64, 23+21.55, 23+83.56, 23+95.48, 24+77.47, 25+71.70, 26+47.34, 26+51.18, 27+63.76, 28+58.17 LT:9+86.70,10+78.23, 1+98.91, 14+01.01, 15+17.14, 16+26.76 17+40.58, 18+44.80, 19+59.81, 20+82.33, 22+02.63, 23+19.63, 24+34.42, 26+41.02, 27+03.66, 27+80.58, 28+76.62, 29+84.92	SDG&E	8315 Century Park Ct, CP22A San Diego, CA 92123-1550 (858) 654-8697	30/5

Type of Utility	Location of Utility (Proposed TC Sta.)	Owner	Owner's Address	N/W
Gas	RT: 9+99.10, 14+70.91, 20+77.57, 22+07.67, 23+12.73, 26+70.21, 26+76.18 LT: 9+94.70	SDG&E	8315 Century Park Ct, CP22A San Diego, CA 92123-1550 (858) 654-8697	30/5

- N. Notification days. Minimum number of working days written notice the Resident Engineer provides the owner that the site will be ready for utility work.
- W. Working days. Number of working days provided to the utility company to complete the listed utility work.

ADD:

Site Preparation. Utility Work described in "Utility Work by Owners" will be performed by the utility owner, after the work described in "Site Preparation Type by Contractor":

Site Preparation Type by Contractor

Site Preparation Type	Site Preparation Work	
(A)	Demolition and excavation to subgrade	

Site Preparation Type	Owner	Location of Utility (Proposed TC Sta.)	Work Description	N/W
(A)	COX	RT: 10+75.68, 14+72.21, 19+62.38, 26+97.50 LT: 10+75.13, 15+20.31, 16+32.57, 19+63.69, 22+07.82, 23+15.08	Exist CATV HH To Be Adjusted To Final Grade	30/5
(A)	COX	RT: 13+52.50	Replace Exist CATV Pedestal with HH	30/5
(A)	АТ&Т	RT: 14+71.11	Exist Telephone HH To Be Adjusted To Final Grade	30/5

Site Preparation Type	Owner	Location of Utility (Proposed TC Sta.)	Work Description	N/W
(A)	SDGE	RT: 8+23.29, 8+95.85, 11+69.09, 13+53.04, 14+85.88, 16+30.72, 18+92.47, 21+05.88, 22+36.64, 23+21.55, 23+83.56, 23+95.48, 26+51.18, 27+63.76, 28+58.17 LT: 10+78.23, 11+98.91, 14+01.01, 15+17.14, 16+26.76, 17+40.58, 18+44.80, 19+59.81, 20+82.33, 22+02.63, 23+19.63, 24+34.42, 26+41.02, 27+03.66, 27+80.58, 29+84.92	Exist Elec HH To Be Adjusted To Final Grade	30/5
(A)	SDGE	RT: 11+26.42, 18+03.68, 25+71.70	Exist Elec MH Vault to Be Adjusted To Final Grade	30/10
(A)	SDGE	RT: 24+77.47, 26+47.34	Exist Elect HH To Be Adjusted To Final Grade and Replace Lid With 3313 Traffic Bearing Lid	30/5
(A)	RT: 9+99.10, 20+77.57, Exist Gas Valve Bo		Exist Gas Valve Box To Be Adjusted to Final Grade	30/5
(A)	SDGE	RT: 14+70.91	Exist Gas Valve Box To Be Relocated	30/5
(A)	SDGE	LT: 28+76.62	Install Guy Wire Protection	30/5
(A)	SDGE	LT: 9+86.70	Modify Exist Guy Wire Configuration	30/5

Utility Work by Owners.

Contractor shall coordinate with utility owners for work described above and demobilize construction activity, equipment and material for the specific locations while the utility owners conduct work for the specific days agreed upon.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-7.4 Project Phasing. To the City Supplement, ADD the following:

The contractor shall prepare and submit per 2-5.3.2, a Construction Phasing Plan for approval by the Engineer. The phasing plan shall meet the following minimum requirements:

The contractor shall notify residents seven (7) calendar days prior to any obstruction, or interruption to accessing residences.

Maintain a 12' minimum lane of travel in each direction at all times.

Throughout construction, pedestrian access must remain continuous along at least one side of Streamview at all times.

Driveway access shall be restored to all driveways during non-working hours.

Temporary on-street parking shall be provided to replace curbside and median parking spaces made unavailable during construction. Combination of Existing parking still available, completed parking and temporary parking spaces shall be equal to the total number of proposed parking spaces for the completed project, during all phases of construction.

Temporary parking shall be within 200ft of parking spaces obstructed by construction activities.

Parking shall be provided within 200ft of all residences at all times.

Temporary Bus stops shall be provided by the contractor during construction after coordination with MTS.

Trench plate or fill and provide temporary pavement over any open excavation while not working in area.

The final wearing course of AC shall be placed after all adjacent hardscape is complete.

The payment for preparing the construction phasing plan and complying with the construction phasing requirements will be included in the Traffic Control Design bid item.

Traffic Control Working Drawings shall be prepared by the contractor based on the approved Construction Phasing Plan.

Provide temporary bus stops at all times when access to existing or proposed bus stops in obstructed or prohibited by construction activities.

A construction phasing concept is included in Appendix F for reference.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

General Annual Aggregate Limit	<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.
- **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.
- **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.
- **T-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- **WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:
- 7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.
 - 1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

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

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

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
- **7-4.1.1 Waiver of Subrogation.** The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.
- 7-8.6 Water Pollution Control. ADD the following:
 - 1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.
- 7-10.2.2.4 Traffic Control Working Drawings. To the City Supplement, ADD the following:

Traffic Control Working Drawings are required for the following areas:

1. Entire Project Area.

7-10.2.2.6 Measurement and Payment. To the City Supplement, ADD the following:

- 5. The lump sum price in the bid for "Traffic Control Design" shall include all payment for preparation of construction phasing plan in accordance with the requirements of these special provisions, and to the satisfaction of the Engineer and for the preparation, submittal and approval of Working Drawings for each phase of construction as shown on approved construction phasing plans.
- 6. The lump sum price in the bid for "Traffic Control" shall include all payment for all materials and labor required to place, maintain, repair, and remove temporary traffic control measures for all phases of construction based on the approved Working Drawings, including temporary facilities required to maintain vehicle and pedestrian access to the site, and residences throughout the project site during all phases of construction and as required by these special provisions.
- 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 SUBSTITUTE 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. The Contractor shall assign a staff member who will perform the required community outreach services.
- 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 notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 days in advance, coordinating 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, attending the Project Pre-construction Meeting, attending 2 community meetings, responding to community questions and complaints related to Contractor activities, and documenting, in writing, as well as 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, individually, on to the City's SDShare site 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.

7-16.1.1 Quality Assurance.

- 1. During the course of community outreach, the Contractor shall ensure that 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 shall:
 - 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.

7-16.1.2 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. Submit a PDF copy of the approved door hangers to the Engineer.
 - b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
- 2. The Contractor will use the City's SDShare site to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDShare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

- 1. The Contractor shall post Project Identification Signs in accordance with section 7-10.6.2
- 2. The Contractor shall notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet radius of the Project, of construction activities and utility service interruptions not less than 5 days in advance.
- 3. The Contractor shall 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:
 - a. Where Work is to be performed at least 5 days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b. Within 5 days of the completion of your construction activities where work was performed, the Contractor shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
- 4. The Contractor shall leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
- 5. Door Hanger Material: The Contractor shall use Blanks/USA brand, Item Number DHJ5B6WH, 1 ¼" Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
- 6. Mailed Notice Material: The Contractor shall use Cougar by Domtar, Item Number 2834 or approved equal.
- 7. For all Work on private property, the Contractor shall contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, the Contractor shall re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
- 8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

- 1. The Contractor shall coordinate access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project.
- 2. 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.

- 3. 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.
- 4. At the request of the Resident Engineer, the Contractor shall attend and participate in project briefings at community meetings.
- 5. 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.

7-16.2.3 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 that 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.
- 7-16.3 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 to implement 7-16.2, "Community Outreach Services" and as follows:
 - 1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
 - 2. Prepare and present of materials in coordination with the Resident Engineer.
 - 3. Respond to community questions and complaints related to Contractor activities.
 - 4. Write, edit, update, or produce brochures, pamphlets and news releases.
 - 5. Provide standard telephone inquiries and e-mail responses:
 - a) Respond to telephone calls and e-mails from the public.

- b) Record calls and e-mails on the City's SDShare site.
- 6. Provide a monthly summary report of all inquiries and complaints, including the name of the person, source of inquiry (via information line or email), phone number, address, date, and time of inquiry, who responded, and a summary of resolutions or pending resolutions to the Resident Engineer.
- 7. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
- 8. Attendance at pre-construction, community and stakeholders meetings.
- 7-16.3.1 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.
- 7-16.4 Payment. The Payment for the Community Outreach Service is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services."
- 7-20 **ELECTRONIC COMMUNICATION.** ADD the following:

Virtual Project Manager will be used on this contract.

SECTION 9 - MEASUREMENT AND PAYMENT

- **9-3.2.5 Withholding of Payment.** To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:
 - i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

ADD:

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

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

ADD:

201-1.2.7 Coloring for Stamped Concrete.

ADD:

201-1.2.7.1 General. Coloring for stamped concrete shall be dry shake (Method A) color hardener type material conforming to ASTM C 979. Contractor shall provide the City with a sample board to be approved by the City engineer before purchasing the color.

ADD:

201-1.2.7.2 Materials. The coloring material shall be LITHOCHROME Color Hardener Admixtures for Color-Conditioned Concrete as manufactured by L.M. Scofield Company (6533 Bandini Blvd., Los Angeles, CA, 90040; Inquiries (800) 800-9900; Phone: (323) 720-3000; Fax: (323) 720-3030; www.scofield.com) or an approved equal.

The release agent for the stamp imprinting forms shall be LITHOCHROME Antiquing Release as manufactured by L.M. Scofield Company or an approved equal.

The dry shake coloring and release agent materials shall be supplied in the colors called for on the plans (or approved alternative colors from an approved "or equal" color conditioning admixture supplier).

- a) #A-55 Pecan Tan dry shake coloring
- b) #4948 Smoke Beige dry shake coloring
- c) #5921 Walnut release agent

ADD:

201-4.4 Curing Materials for Colored Stamped Concrete. Curing material for the colored stamped concrete shall conform to ASTM C 309 and be specifically intended for use on dry shake surface colored concrete. The curing material shall be clear and shall also perform as a surface sealer that provides resistance to abrasion, staining, chemicals, weather, and ultraviolet light. The curing material for colored and stamped concrete shall be SCOFIELD Curseal-W as manufactured by L.M. Scofield Company (6533 Bandini Blvd., Los Angeles, CA, 90040; Inquiries (800) 800-9900; Phone: (323) 720-3000; Fax: (323) 720-3030; www.scofield.com) or an approved equal.

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.

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
209-6.4.9	Quality Assurance	209-6.4.10

SECTION 300 - EARTHWORK

300-1.1 General. To the City Supplement, ADD the following:

4. 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 required

accomplishing the Work. Clearing and Grubbing shall also include saw cutting, demolition, removal and disposal of all existing improvements (up to 22") including, but not limited to, soil, pavement (Asphalt Concrete, Base, Unclassified Materials), sidewalk, curb and gutter, abandoned utilities curb inlets and utility structures (pull boxes, etc.), planting, irrigation, median tree trimming, and all other existing improvements that are shown on the plans for removal, directed by the Engineer to be removed, or otherwise required to perform the work.

ADD:

Encroachment Removal. You shall notify the Resident Engineer and property owner 7 days in advance of beginning encroachment removals. Where applicable, you shall saw-cut fences at the property line and shall support the remaining fences at the property line. Encroachments shall be removed below finished grade where necessary so that no part of the encroachment is in conflict with the project improvements or exposed after the completion of the project. You shall backfill with similar adjacent material to finish grade where needed.

The properties subject to Encroachment Removal and the Work associated with each property are as identified:

- 1. 5940 Streamview Dr San Diego, CA 92105. Remove Wood Picket Fence to accommodate new curb ramp, curb line, and sidewalk in front of this property.
- 2. 5982 Streamview Dr San Diego, CA 92105. Remove 4' Chain Link Fence, Posts and Mailbox to accommodate new curb line and sidewalk in front of this property.
- 3. 6008 Streamview Dr San Diego, CA 92105. Remove 6' Chain Link Fence, Posts and Wood Fence to accommodate new curb line and sidewalk in front of this property.
- 4. 6036 Streamview Dr San Diego, CA 92105. Remove 4' Chain Link Fence and Posts to accommodate new curb ramp, curb line, and sidewalk front of this property.
- 5. 6044 Streamview Dr San Diego, CA 92105. Remove 4' Wrought Iron Fence, Posts, and Remove Palm Tree and Planter to accommodate new curb line for proposed adjacent roundabout.
- 6. 6053 Streamview Dr San Diego, CA 92105. Remove 4' Wrought Iron Fence and Posts to accommodate new curb line for the proposed roundabout in front of this property.
- 7. 6061 Streamview Dr San Diego, CA 92105. Remove 3' Wood Fence and Posts, and remove Block Wall to property line to accommodate new curb line and sidewalk for the proposed roundabout in front of this property.

ADD:

Encroachment Relocation. You shall notify the Resident Engineer and property owner 7 days in advance of beginning encroachment relocations. Encroachments shall be relocated so that no part of the encroachment is in conflict with the project improvements or exposed after the completion of the project. You shall backfill with similar adjacent material to finish grade where needed.

The properties subject to Encroachment Relocation and the Work associated with each property are as identified:

- 1. 5940 Streamview Dr San Diego, CA 92105. Relocate Wood Picket Fence on new posts if necessary to accommodate new curb ramp, curb line, and sidewalk in front of this property.
- 2. 5982 Streamview Dr San Diego, CA 92105. Relocate 4' Chain Link Fence on new Posts if necessary and mailbox to accommodate new curb line and sidewalk in front of this property.
- 3. 6008 Streamview Dr San Diego, CA 92105. Relocate 6' Chain Link Fence on new Posts, and Wood Fence to accommodate new curb line and sidewalk in front of this property.
- 4. 6036 Streamview Dr San Diego, CA 92105. Relocate 4' Chain Link Fence on new Posts to accommodate new curb ramp, curb line, and sidewalk in front of this property.
- 5. 6044 Streamview Dr San Diego, CA 92105. Relocate 4' Wrought Iron Fence on new Posts if necessary and remove Palm Tree and Planter to accommodate new curb line and sidewalk for proposed adjacent roundabout.
- 6. 6053 Streamview Dr San Diego, CA 92105. Relocate 4' Wrought Iron Fence on new Posts if necessary to accommodate new curb line and sidewalk for the proposed roundabout in front of this property.
- 7. 6061 Streamview Dr San Diego, CA 92105. Relocate 3' Wood Fence on new Posts if necessary and remove Block Wall to property line to accommodate new curb line and sidewalk for the proposed roundabout in front of this property.
- **Payment.** To the City Supplement, DELETE the first five paragraphs and ADD the following:
 - 1. The lump sum price paid for Clearing and Grubbing shall include full compensation for the saw cutting, removal, protection, and disposal of any and all PCC Pavement, AC Pavement, Base Material, soil, driveway, sidewalk, curb & gutter, street light foundation, landscaping, irrigation, median tree trimming, and any other materials and objects that are in conflict with the installation of the Work as shown on the Plans.
 - 2. The Lump Sum bid price for Encroachment Removal or Encroachment Relocation shall include all costs associated with removing or relocating the encroachments within the City of San Diego Right-of-Way for the properties identified.

You shall submit with the Bid, a cost breakdown for the Encroachment Removal Work and the Encroachment Relocation Work at each property identified:

- 1. 5940 Streamview Dr San Diego, CA 92105
- 2. 5982 Streamview Dr San Diego, CA 92105
- 3. 6008 Streamview Dr San Diego, CA 92105
- 4. 6036 Streamview Dr San Diego, CA 92105

- 5. 6044 Streamview Dr San Diego, CA 92105
- 6. 6053 Streamview Dr San Diego, CA 92105
- 7. 6061 Streamview Dr San Diego, CA 92105

Payment. ADD the following:

Payment for removal of material to subgrade or placement of excess materials to subgrade in order to construct improvements per plans shall be included in the lump sum price for Clearing and Grubbing, including required compaction and removal and disposal of excess material and no additional payment shall be made therefore.

SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS

Payment. To the City Supplement, ADD the following:

Payment for adjusting existing water meter boxes, water meter vault, sewer service cleanouts, storm drain cleanouts, and fire hydrant to grade shall be made at the Contract unit price for each water meter box, water meter vault, sewer service cleanout, storm drain cleanout, fire hydrant and no other payment shall be made.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5.9 Measurement and Payment. To the City Supplement, ADD the following:

- 7. The payment for the central island concrete apron of roundabouts shall be included in the Contract unit price for Roundabout Apron Concrete.
- 8. The payment for all materials and labor for the construction of 3" face curb surrounding the roundabouts truck apron shall be included in the Contract unit price for Roundabout Curb Type B-1 (modified).
- 9. The payment for Colored Stamped Concrete shall include the additional costs associated with adding color to each cubic yard of concrete. The payment for the Colored Stamped Concrete shall be made at the Contract unit price for Colored Stamped Concrete.

ADD:

303-5.10.2 Payment.

8. Payment for island passageway with detectable warning tiles and accessible loading area with detectable warning tiles and ramp shall be made at the Contract unit price for island passageway with detectable warning tiles and accessible loading area with detectable warning tiles and ramp.

303-6.1 General. ADD the following:

Stamped concrete shall be colored using the dry shake method (Method A) with materials conforming to 201-1.2.7.

The Contractor shall install a sample for Colored Stamped concrete included in the work. The sample shall include proposed surface finish and curing compound application. The samples shall be a minimum of 10 ft which shall be subject to inspection and approval by the Engineer and shall be delivered to him/her within 15 days of the Notice to Proceed.

Colored Stamped Concrete locations shown on the Plans are diagrammatic only and shall be changed and adjusted as necessary, and as directed by the Engineer to meet existing conditions and provide the desired visual effect. Locate and stake the layout of all Colored Stamped Concrete for approval by the Engineer prior to construction.

303-6.3 Pattern. ADD the following:

The concrete stamp shall be LITHOTEX Pavecrafters, Traditional Brick Series, Used Brick-Herringbone Pattern as manufactured by L.M. Scofield Company (6533 Bandini Blvd., Los Angeles, CA, 90040; Inquiries (800) 800-9900; Phone: (323) 720-3000; Fax: (323) 720-3030; www.scofield.com) or an approved equal.

The stamp pattern shall be started at the form line and filled in by hand tooling with filler tools at curbs and any other interfering elements such as posts, walls, or utilities. All layout, preparation, and imprinting shall be done in accordance with the manufacturer's recommendations.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-1.12 Measurement and Payment. ADD the following:

The payment for Barrier Post shown on the Bid shall include furnishing and installing barrier post, restoration of landscaping disturbed by construction activities, and all work associated with the installation, as required in the specifications and these special provisions, and as directed by the Engineer.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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	
306-1.7.1	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

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.7.3.7	Payment	306-1.9.2.7

- 306-1.6 Basis of Payment for Open Trench Installations. To the City Supplement, ADD the following:
 - 9. The payment for removal, replacement, relocation of existing Fire Hydrant, extension of service, and all appurtenant work shall be included in Bid item for Fire Hydrant Assembly and Marker and no other payments shall be made.
- 306-1.9 House Connection Sewer (Laterals) and Cleanouts.
- **Payment.** To the City Supplement, ADD the following:

The payment for relocating sewer cleanouts and all associated work shall be included in the Contract unit price for Relocate Sewer Cleanout and no other payment shall be made.

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

Payment for extension of water services, demo of existing water meter boxes, installation of new water meter boxes, relocation of water meters, and all appurtenant work shall be included in the bid item for Water Service Extension and Relocation of Water Meters.

SECTION 307 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

- **PAYMENT.** To the City Supplement, ADD the following
 - 4. Payment for adjusting existing pull box to grade shall be made at the Contract unit price for Adjust Existing Pull Box to Grade.
 - 5. Payment for relocating existing streetlight, installation of new pull box and all labor, materials, and incidentals necessary to complete the work shall be made at the Contract unit price for Relocate Existing Street Light.
 - 6. Payment for relocating existing streetlight pull box shall be made at the Contract unit price for Relocate Existing Streetlight Pull Box.
 - 7. Payment for installing new streetlight pull box shall be made at the Contract unit price for Install New Streetlight Pull Box.
 - 8. Payment for removing existing wood pole and installing new concrete pole, pull boxes, 2" and 3" conduits in trench, relocating the luminaire, and all labor, materials, and incidentals necessary to complete the work shall be made at the Contract unit price for Remove Existing Wood Pole and Install New Concrete Pole with Pull Box.
 - 9. An SDG&E service order will be provided to the Contractor. Payment for connectiong to SDG&E and the new power service shall be paid by the Contractor out of the SDG&E Service Order Fee allowance.
 - The contract unit price paid for Rectangular Rapid Flashing Beacon System (Carmanah R920 or approved equal) shall include full compensation for furnishing and installing type 1A posts, post mounts, W11-2 and W16-7P

signs, solar power supply, controller assembly, LED light bars, pedestrian push buttons and any other items as required by the manufacture, on the Plans or these Special Provisions, and no additional Compensation will be allowed. See below for additional details.

Centerline	Location (Centerline Sta.)	Rectangular Rapid Flashing Beacon System	System Qty. per Location	Pushbutton Qty. per System
Streamview Dr.	9+00, 11+00, 28+25, 29+50	4-Pole System with Single Light Bar	1	2
Michael St.	51+00	2-Pole System with Dual Light Bars	1	2
Lynn St.	49+00	2-Pole System with Dual Light Bars	1	2.
Gayle St.	60+75	2-Pole System with Dual Light Bars	1	2
Streamview Dr.	22+00	2-Pole System with Single Light Bar	2	2

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

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

308-7 PAYMENT. ADD the following:

The Lump Sum Price for Root Barrier and Root Pruning shown on the Bid shall include furnishing and installing root barriers and root pruning for existing median trees as shown on the Contract plans, as required in the specifications and these special provisions, and as directed by the Engineer.

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.

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

The Contract Lump Sum bid price for traffic striping, curb and pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting traffic stripes and bike lane striping, curb and pavement markings, and the removal of all existing stripes and markings in conflict with the proposed plan or otherwise called out for removal, repainting, temporary striping, completed in place in accordance with Plans, Standard Specifications and these Special Provisions, and as directed by the Engineer.

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

cross walks, arrows and the removal of all existing stripes and markings in conflict with the proposed striping Plan, if needed, or otherwise called out for removal and temporary striping, complete in place in accordance with the Plans, the Standard Specifications, and these Special Provisions, and as directed by the Engineer shall be included in the Contract lump sum price for Thermoplastic Traffic Striping.

ADD:

314-6 ROADSIDE SIGNS AND POSTS.

- General. The Contractor shall furnished and install roadside signs and posts at the locations shown on the plans or as directed by the Engineer, in conformance to the provisions in Section "56 SIGNS" of the State of California Standard Specifications and these Special Provisions.
- Measure and Payment. The Lump Sum bid price for Roadside Signs and Posts shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in attaching the sign to a new post, including installing the sign panels and sign posts, complete in place, as shown on the contract plans, as required in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 701 – WATER POLLUTION CONTROL

POST-CONSTRUCTION REQUIREMENTS. To the City Supplement, second paragraph, ADD the following:

Comply with the following post-construction requirements:

Stenciling, stamping, or marking downstream storm drain inlets with Inlet Markers are mandated post-construction requirements.

SECTION 707 - RESOURCE DISCOVERIES

ADD:

The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for Streamview Drive Improvements (Lynn/Michael Street to Gayle Street) project, as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix A.

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION			
(Check one or both) TO: X RECORDER/COUNTY CLERK P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422	FROM: CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101		
Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814			
<u>Project No.:</u> S-00864.02.06 <u>Proje</u>	SCT TITLE: Streamview Drive Improvements		
Street and Gayle Street, and it extends approximately 100 approximately 100 linear feet southeast of Streamview Dr	he public right-of-way along Streamview Drive between Lynn linear feet to the southwest of Lynn Street on Streamview Drive; rive on Lynn Street; approximately 100 linear feet northwest of 100 linear feet east of Gayle Street on Streamview Drive. This Plan - Eastern Area. (Council District 4).		
PROJECT LOCATION-CITY/COUNTY: San Diego/San Dieg	go		
medians, install roundabouts at the intersections of Stream Street and Michael Street. It would also include the inserraised medians with vegetated swales, back-in angle park landscaped parkways. Excavation will reach a depth of usoil. The improvements in this project would help reduce and the proposed landscaped parkways and traffic circles improvements will also include the installation of driveway medians as needed), ADA compliant pedestrian curb ramp	to 4 feet, but the project will not impact previously undisturbed be speeding and cut-through automobile traffic on Streamview Drive would provide aesthetic improvements to the area. Associated ay ramps, crosswalks (including level passageways through ps, and the possible relocation of bus stops. The project may also I valves, pull boxes, sewer manhole, gas valves, storm drain grates,		
NAME OF PUBLIC AGENCY APPROVING PROJECT: City of	San Diego		
Name of Person or Agency Carrying Out Project:	City of San Diego, Public Works Contact: Dean Marsden 600 B Street, Suite 800 (MS 908A) San Diego, CA 92101 (619) 533-4608		
EXEMPT STATUS: (CHECK ONE) () MINISTERIAL (SEC. 21080(b)(1); 15268); () DECLARED EMERGENCY (SEC. 21080(b)(3); 15: () EMERGENCY PROJECT (SEC. 21080(b)(4); 1526 (X) CATEGORICAL EXEMPTION: 15301(c) [EXISTING	(269(a));		

REASONS WHY PROJECT IS EXEMPT: The City of San Diego has determined the project meets the categorical exemption criteria set forth in the CEQA State Guidelines Section 15301(c) [Existing Facilities], which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, including existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and Section 15302(c) [Replacement or Reconstruction], which allows for replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity; and where the exceptions listed in Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: ANNA L. McPherson Telephone: 619-446-5276

IF FILED BY APPLICANT:

()

RECONSTRUCTION]
STATUTORY EXEMPTION:

 ATTACH CERTIFIED DOCUMENT OF EXI 	MPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FI	ED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
() YES () NO	
IT IS HEREBY CERTIFIED THAT THE CITY OF SAN	QIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA
aurax Mqueros ATCP	Senior Planner April 10, 2013
SIGNATURE/TITLE	DATE
CHECK ONE:	
(X) SIGNED BY LEAD AGENCY () SIGNED BY APPLICANT	DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B

FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 10F 10	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. <u>DEFINITIONS</u>

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 SUBJECT	DI 33.27	Water Department EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER	PAGE 2OF 10	October 15, 2002
PROGRAM)	SUPERSEDES	DATED
	DI 55.27	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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3OF 10	October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

- 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.

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 4OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

- 11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any reinstallation.
- 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
- 13. The outlet shall have a 2 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 50F 10	October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

- 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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
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PROGRAM)		
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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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7OF 10	October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. MOBILE METER

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT	DI 33.27	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 8OF 10	October 15, 2002
,	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
 - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
 - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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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. Theses deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

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

8. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

Larry Gardner Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Meter Information

Mailing Address:

Application for Fire (EXHIBIT A)

Hydrant Meter

(For Office Use Only)

Application Date

NS REQ	FAC#
DATE	ву

Requested Install Date:

METER SHOP (619) 527-7449

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

•					
City:	State:	Zip):	Phone: ()
*Business license#		*Contra	actor license#		
A Copy of the Contractor's license OR E	Business License	is require	ed at the time of	meter issuan	ce.
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)				Phone: ()
Site Contact Name and Title:			•	Phone: ()
Responsible Party Name:				Title:	
Cal ID#			_	Phone: ()
Signature:	-	Dat	e:		
Guarantees Payment of all Charges Resulting from the use	of this Meter. <u>Insures ti</u>	nat employee:	s of this Organization u	nderstand the prope	use of Fire Hydrant Meter
		5- a.y.			
Fire Hydrant Meter Removal	Request	\$. \$	Requested Rer	noval Date:	-
Provide Current Meter Location if Different from Ab	iove:				
Signature:		т	itle:		Date:
Phone: ()		Pager:	()		

City Meter	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 #
City of San Diego Water Department
Attention: Meter Services 2797 Caminito Chollas
San Diego, CA 92105-5097
Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619)
·
Sincerely,
Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFIC	ATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

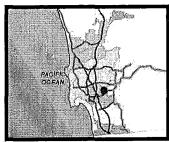
APPENDIX D

SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
	o. (WBS/IO/CC):										
City Purchase Order No.:						Contractor's Phone #: Invoice No.					
	nt Engineer (RE):		DE F				Contractor's Fax #:			Invoice Date:	
—	<u> </u>	DEE #					1				lania da
RE Phone#:		RE Fax#: Contract Authorization				Contact Name: Previous Estimate This Es			Billing Period: stimate Totals to Date		
Item#	Item Description					%/QTY Amoun		***************************************	Amount		
	D. H. LAWDER COOR	Unit	Qty	Price	Extension	· · · · · · · · · · · · · · · · · · ·	Amount	76 / QIX	Amount	70 / QIY	Amount
1	2 Parallel 4" PVC C900	LF	1,380		\$46,920.00						
3	48" Primary Steel Casing 2 Parallel 12" Secondary Steel	LF LF	500 1,120	. ,	\$500,000.00 \$59,360.00				2 * 2 2 - 22 -		
<u> </u>	2 Farance 12 Secondary Steel	Lr	1,120	\$33.00	\$39,300.00				Heim Laters		
١.	Construction and Database RDC 40	T C	,	#150 000 00	#150 000 00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00							-
5	Demo	LS	l l	\$14,000.00						1	
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	1					
- 8	10" Gravity Sewer	LF	10		\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00			7 7 7 7			
10	Bonds	LS	1	\$16,000.00	\$16,000.00			Tylk of a			
11	Field Orders	AL	1	80,000	\$80,000.00	The second second	Author Day	is off-equi-	ita-alian		or Childing
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		110000	1000						500000000000000000000000000000000000000	3,51600
Chano	e Order 1	4,890						1111111111111	1000		
Items		1,000			\$11,250.00						
	-Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)						
	e Order 2	160,480		555100	(00,200,00)						100
Items		1 200,120			\$95,000.00						
_	Deduct Bid Item 1	LF	380	-\$340.00	}					•	
	-Encrease bid Item 9	LF	8		\$78,400.00						
	e Order 3 (Close Out)	-121,500		05,00000	7.09.0000					NINE CONTRACTOR	
	Deduct Bid Item 3		53	-500.00	(\$26,500.00)						
	Deduct Bid Item 4	LS	-1					 	<u>† </u>		
Items 3		Ì	1								
	5-19-18-19-18-18-18-18-18-18-18-18-18-18-18-18-18-			1	, ,,,,,,,,,,			Total			
11	SUMMARY				ł	<u>L</u>		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		 		ļ			Add'l Amt to Withhold in PO/Transfer in Escrow:				
E. Less Total Retention (5% of D)		ļ					Amt to Re	Amt to Release to Contractor from PO/Escrow:			
F. Less Total Previous Payments											
G. Payment Due Less Retention					100	Contract	or Signatu	re and Da	te:		
H. Remaining Authorized Amount											

APPENDIX E

LOCATION MAP



STREAMVIEW DRIVE IMPROVEMENTS

SENIOR ENGINEER BRAD JOHNSON 619-533-5120

PROJECT ENGINEER
REYNA RENDON 619-533-7466

PROJECT MANAGER DEAN MARSDEN 619-533-4608

CONSTRUCTION PROJECT INFORMATION LINE 619-689-4207



Division-Right of Way Design



Legend

Streamview Drive Improvements between Lynn/Michael Street and Gayle Street



COMMUNITY NAME: Mid City Eastern Area

COUNCIL DISTRICT: 4

SAP ID# S00864

Streamview Drive Improvements (Lynn/Michael Street to Gayle Street) Appendix E - Location Map Volume 1 of 2 (Rev. Apr. 2015)

Date: 7-20-12

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APPENDIX F

CONSTRUCTION PHASING PLAN

12' MIN VEHICLE PATH DURING PHASE

EXISTING LANES
PROPOSED WORK DURING PHASE

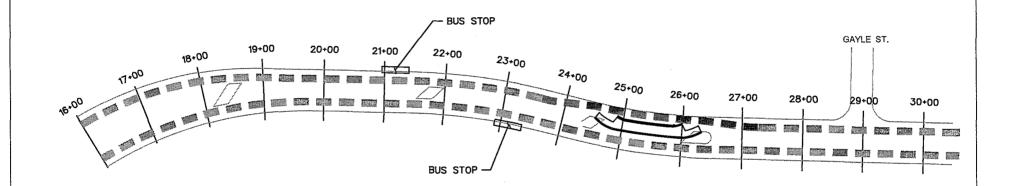
COMPLETED WORK

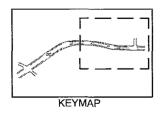
EXISTING IMPROVEMENTS

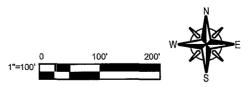
WORK DURING THIS PHASE:

WESTBOUND FROM STATION 24+50 TO STATION 26+50.

- CLEAR AND GRUB
- REMOVE 2 EXIST. MEDIANS
- CONSTRUCT VALLEY GUTTER
- CONSTRUCT PORTION OF MEDIAN CURB
- PAVE CURB TO CURB FROM VALLEY GUTTER TO MEDIAN
- MAINTAIN A 12' MINIMUM VEHICLE LANE ALONG THE EXISTING CURB







STREAMVIEW DRIVE CONSTRUCTION PHASE 1A

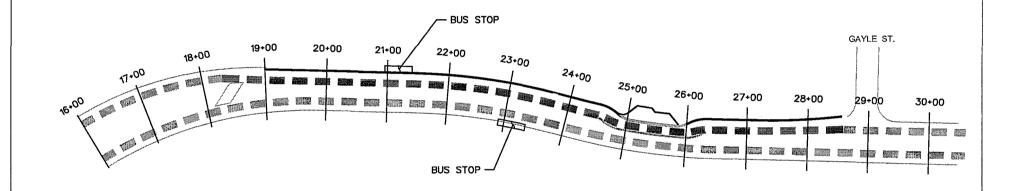
12' MIN VEHICLE PATH DURING PHASE
EXISTING LANES
PROPOSED WORK DURING PHASE
COMPLETED WORK
EXISTING IMPROVEMENTS

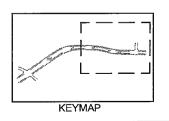
WORK DURING THIS PHASE:

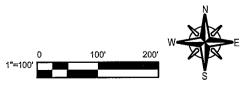
WESTBOUND FROM STATION 19+00 TO STATION 28+60

- MAINTAIN A 12' MINIMUM VEHICLE LANE AT 12' OFF THE PROPOSED OUTSIDE CURB
- CLEAR AND GRUB CURB & GUTTER, SIDEWALK, PAVEMENT,
 MEDIAN ISLAND, AND DRIVEWAY PAVEMENT
- CONSTRUCT OUTSIDE CURB & GUTTER, AND AC UP TO 12'
 OFF CURB AND IN PARKING AREAS. AND BUS PAD

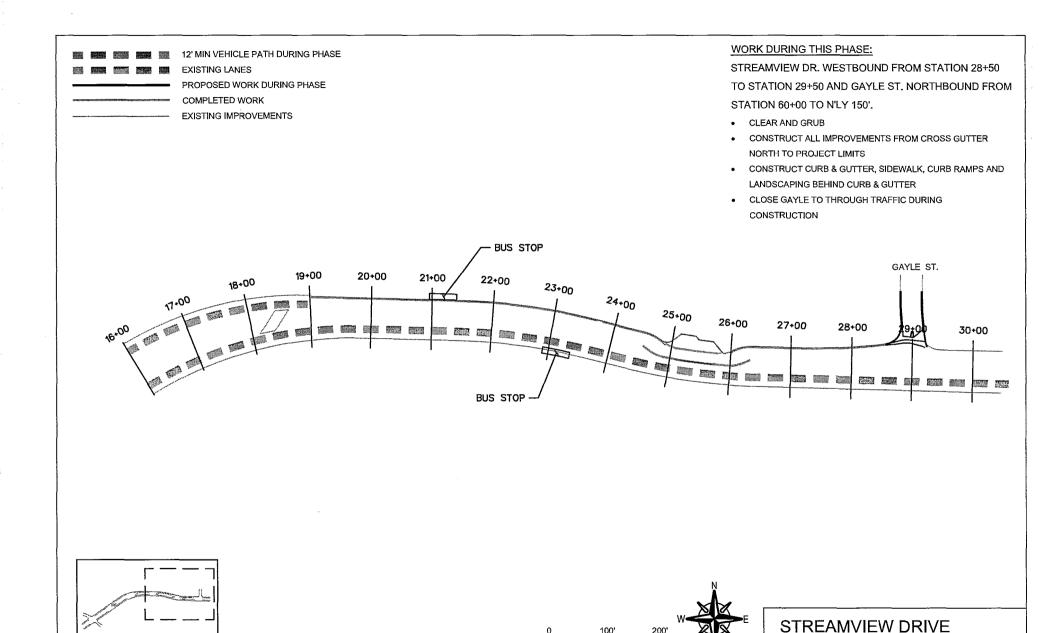
- CONSTRUCT SIDEWALK, CURB RAMPS, DRIVEWAY APRONS AND MEDIAN PAVING BEHIND OUTSIDE CURB
- CONSTRUCT 2 INLETS AND EXTEND STORM DRAIN AT 26+50
- PROVIDE TEMPORARY PAVING TO ALLOW FOR A 12' LANE
 ADJACENT TO BUS PAD CONSTRUCTION AND IN MEDIAN AS
 NEEDED
- TEMPORARY BUS STOP







STREAMVIEW DRIVE CONSTRUCTION PHASE 1B



KEYMAP

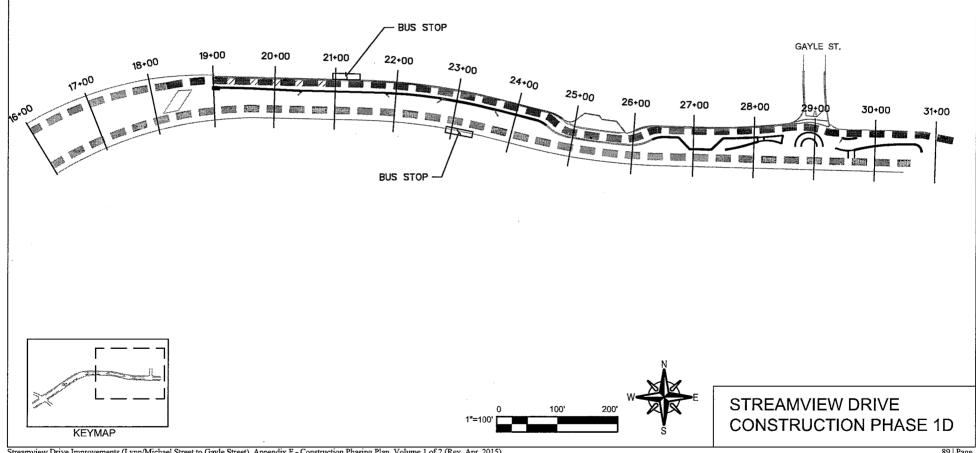
CONSTRUCTION PHASE 1C

12' MIN VEHICLE PATH DURING PHASE EXISTING LANES PROPOSED WORK DURING PHASE COMPLETED WORK **EXISTING IMPROVEMENTS**

WORK DURING THIS PHASE:

WESTBOUND FROM STATION 19+00 TO STATION 31+00

- CLEAR & GRUB
- EXCAVATE AND GRADE THE MEDIAN AREA
- CONSTRUCT MEDIAN CURB AND VALLEY GUTTERS, MEDIAN PAVING, LANDSCAPING, AND AC PAVEMENT IN PARKING AREAS
- CONSTRUCT NORTHERN HALF CENTER ISLAND AND CIRCULATING ROADWAY AT GAYLE ROUNDABOUT
- CONSTRUCT NORTHERN HALF OF MEDIAN EAST OF GAYLE
- MAINTAIN A 12' MINIMUM VEHICLE LANE ALONG THE EXISTING OUTSIDE CURB
- CONSTRUCT FULL NORTHBOUND GAYLE ROUNDABOUT ENTRANCE
- CONSTRUCT AC PAVING TO COMPLETE TRAVELED LANE FROM STATION 19+00 TO STATION 28+50

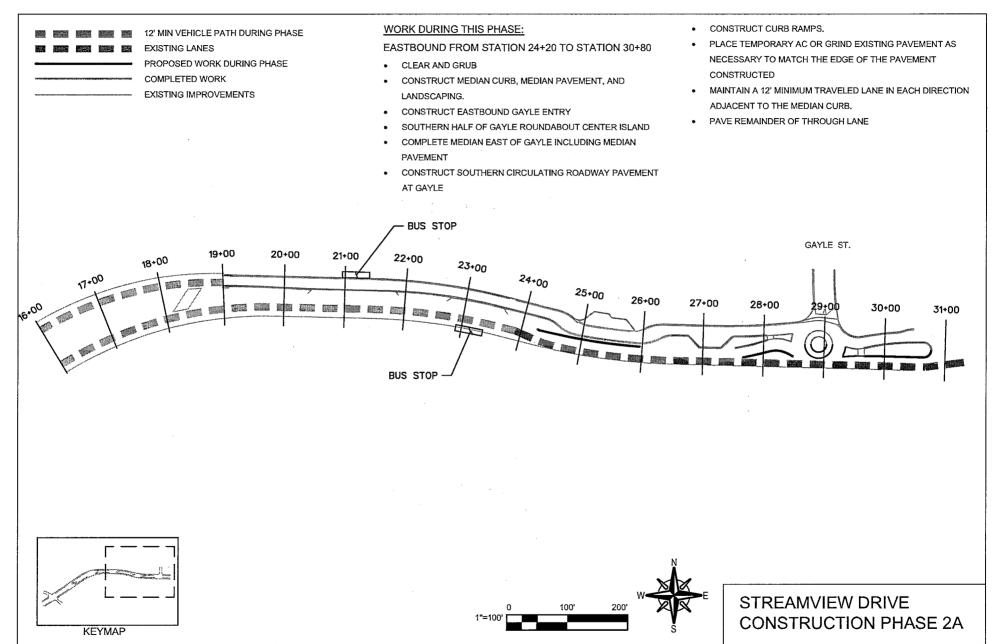


WORK DURING THIS PHASE: 12' MIN VEHICLE PATH DURING PHASE WESTBOUND FROM STATION 29+20 TO STATION 30+50 EXISTING LANES PROPOSED WORK DURING PHASE CLEAR AND GRUB COMPLETED WORK CONSTRUCT OUTSIDE CURB, MEDIAN PAVING, LANDSCAPING, CURB RAMPS, DRIVEWAY APRONS AND SIDEWALK BEHIND EXISTING IMPROVEMENTS CURB TO COMPLETE WESTBOUND GAYLE ROUNDABOUT **ENTRY** MAINTAIN A 12' MINIMUM VEHICLE LANE ALONG THE EXISTING MEDIAN - BUS STOP GAYLE ST. 19+00 20+00 21+00 22+00 18+00 23+₀₀ 17+00 24_{*00} 25+00 26+00 27+00 28+00 30+00 31+00 BUS STOP

KEYMAP

STREAMVIEW DRIVE

CONSTRUCTION PHASE 1E

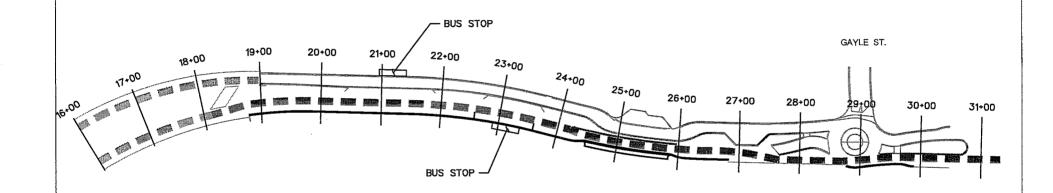


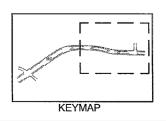
12' MIN VEHICLE PATH DURING PHASE
EXISTING LANES
PROPOSED WORK DURING PHASE
COMPLETED WORK
EXISTING IMPROVEMENTS

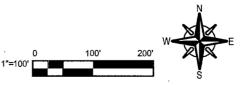
WORK DURING THIS PHASE:

EASTBOUND FROM STATION 18+80 TO STATION 30+00

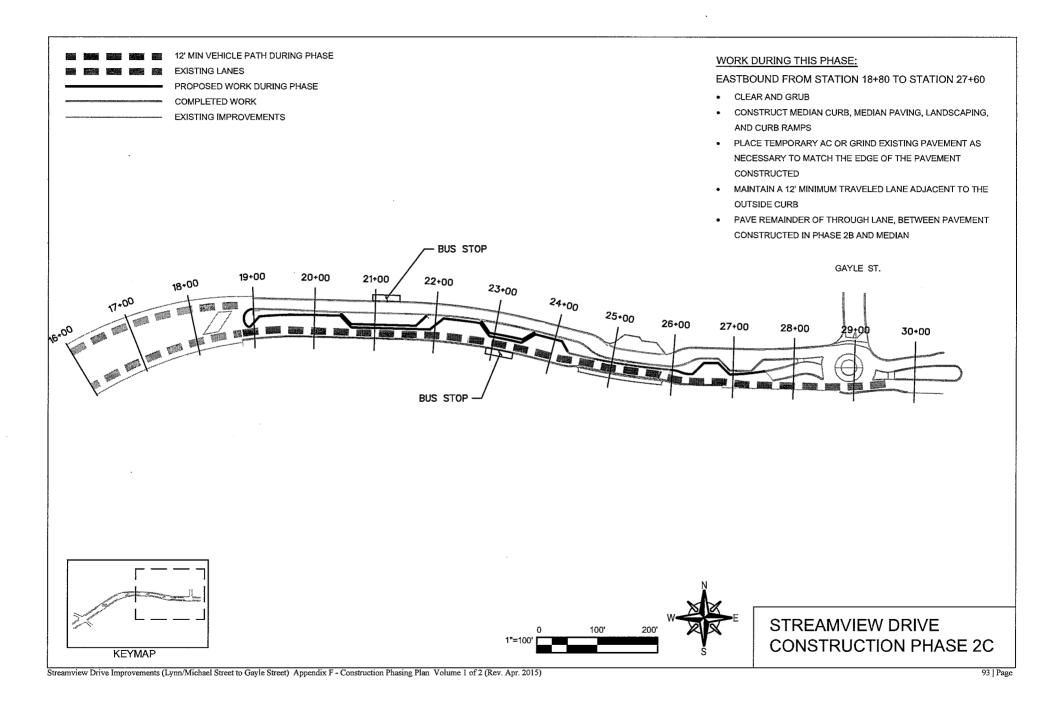
- CLEAR AND GRUB EXIST CURB & GUTTER, SIDEWALK, DRIVEWAY
- CONSTRUCT OUTSIDE CURBS, SIDEWALK, CURB RAMPS, DRIVEWAY APRONS, VALLEY GUTTER AND INLETS AND CONNECT STORM DRAIN
- CONSTRUCT 10.5' OF AC PAVEMENT ADJACENT TO OUTSIDE CURB
- PLACE TEMPORARY AC OR GRIND EXISTING PAVEMENT AS
 NECESSARY TO MATCH THE EDGE OF THE PAVEMENT
 CONSTRUCTED
- MAINTAIN A 12' MINIMUM TRAVELED LANE IN EACH DIRECTION ADJACENT TO THE MEDIAN CURB
- CONSTRUCT BUS PAD
- PROVIDE TEMP BUS STOP

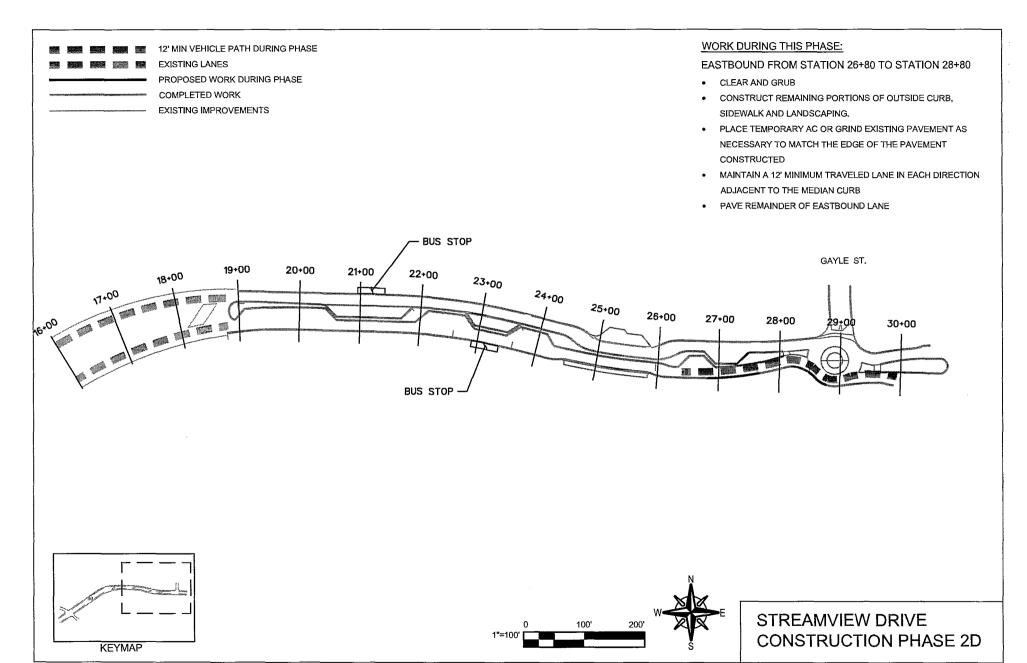


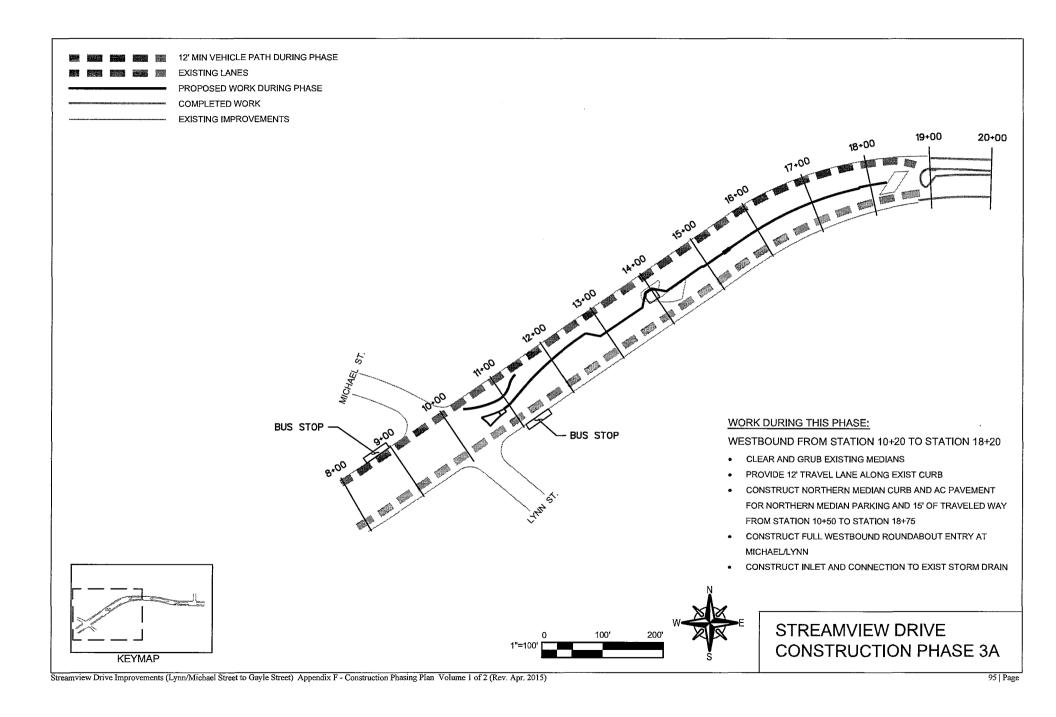


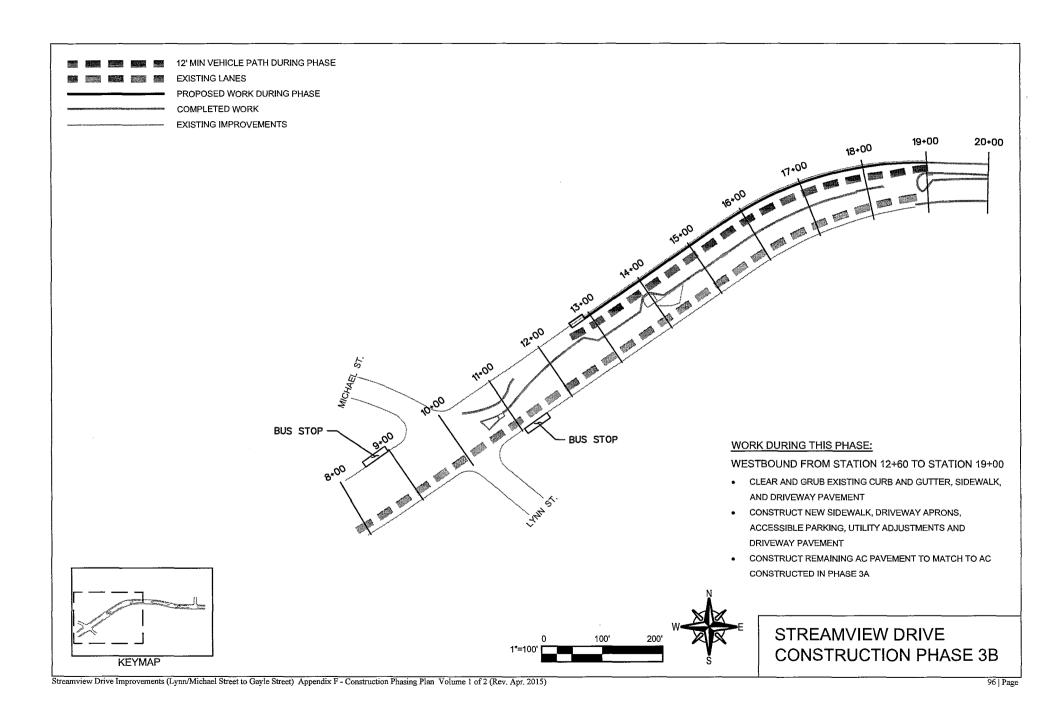


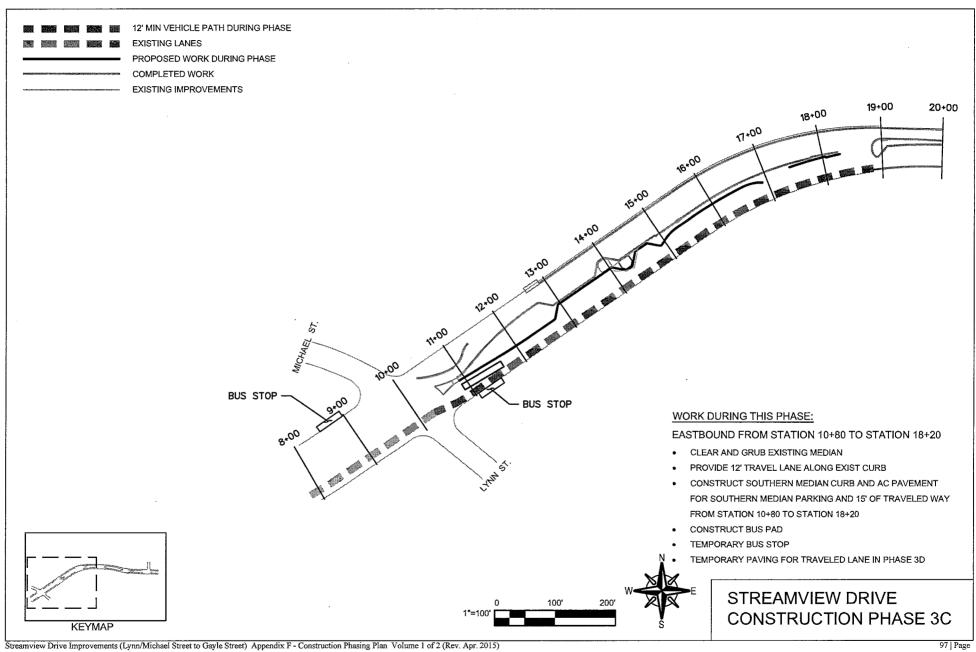
STREAMVIEW DRIVE CONSTRUCTION PHASE 2B

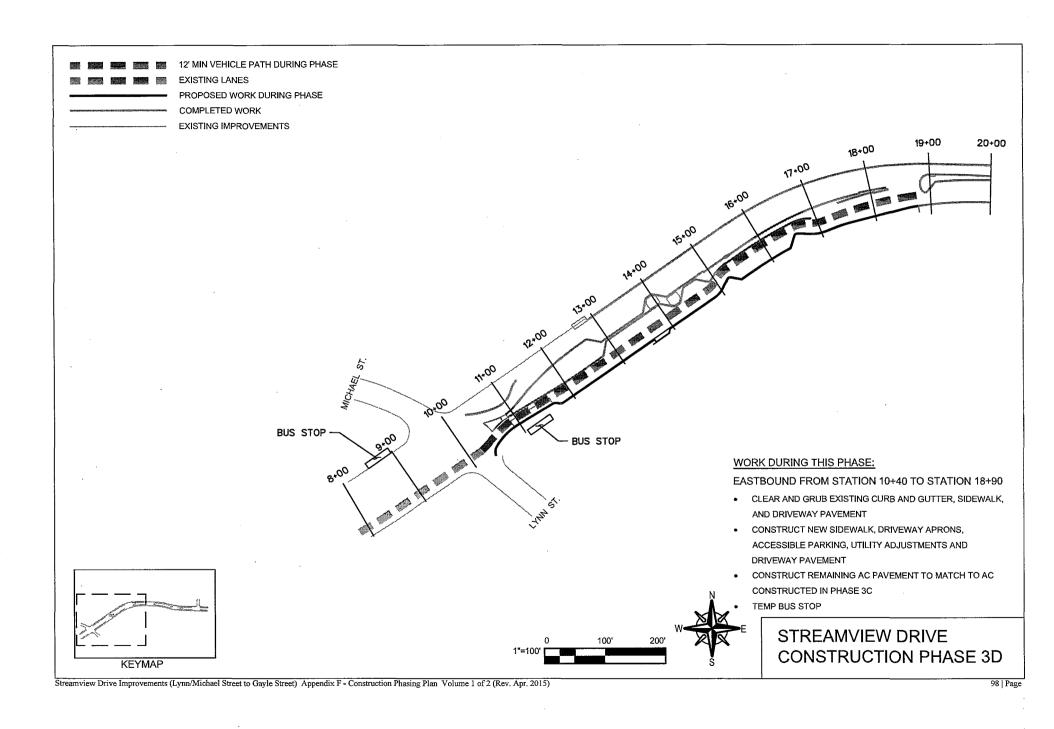


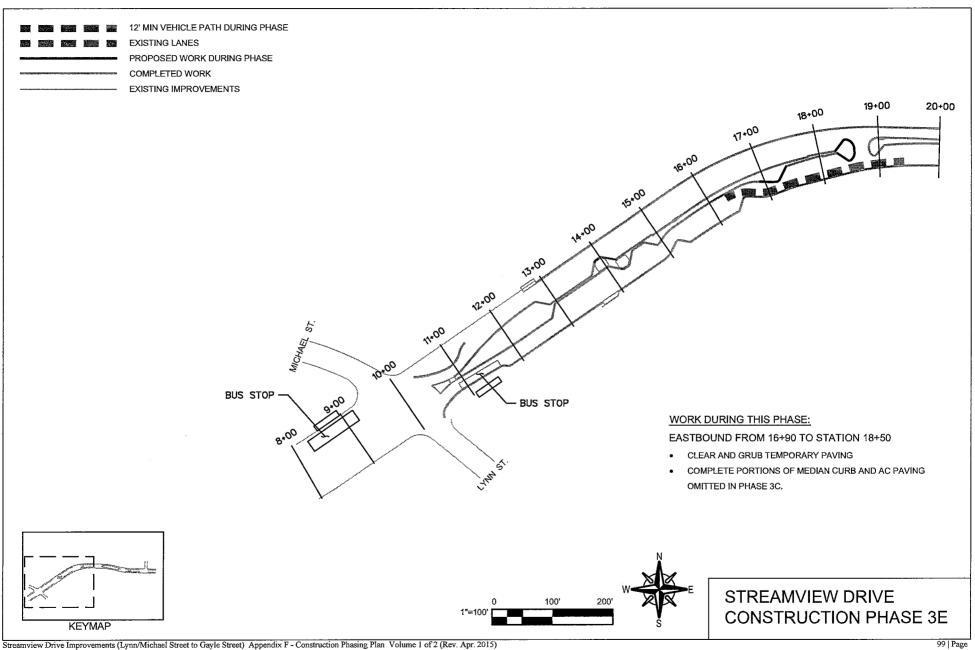


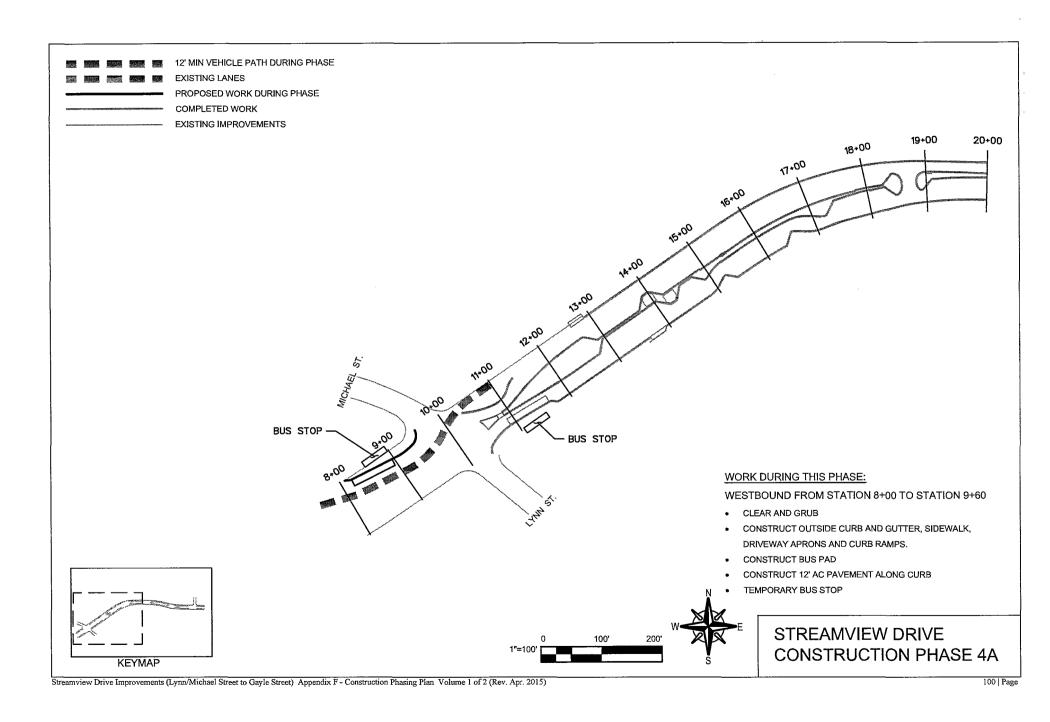


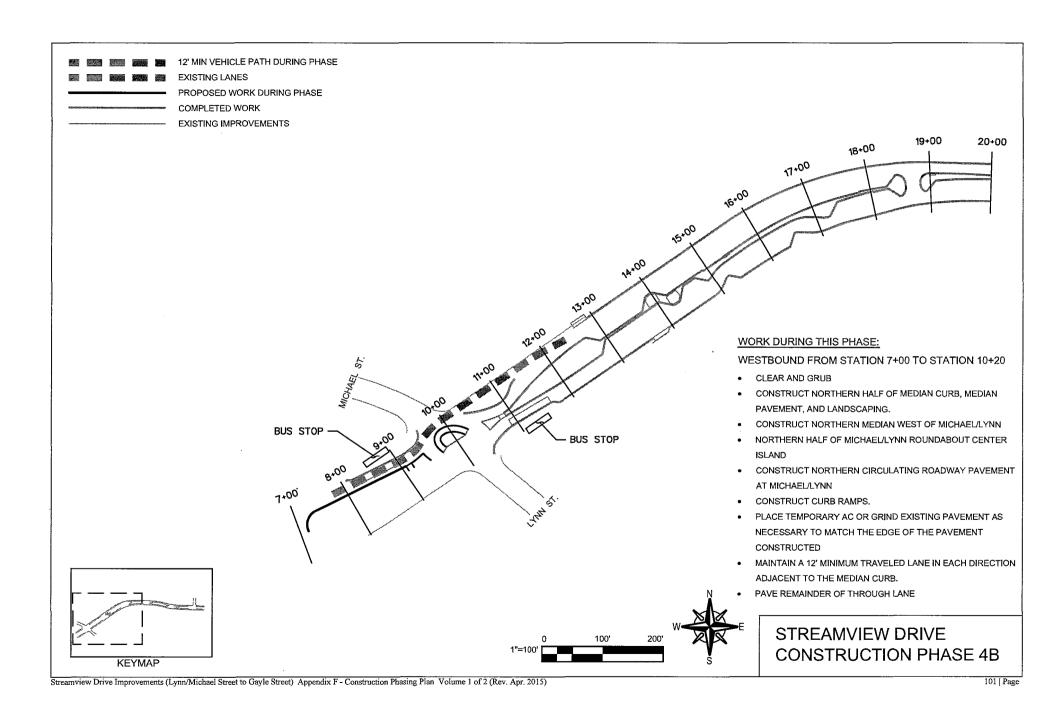


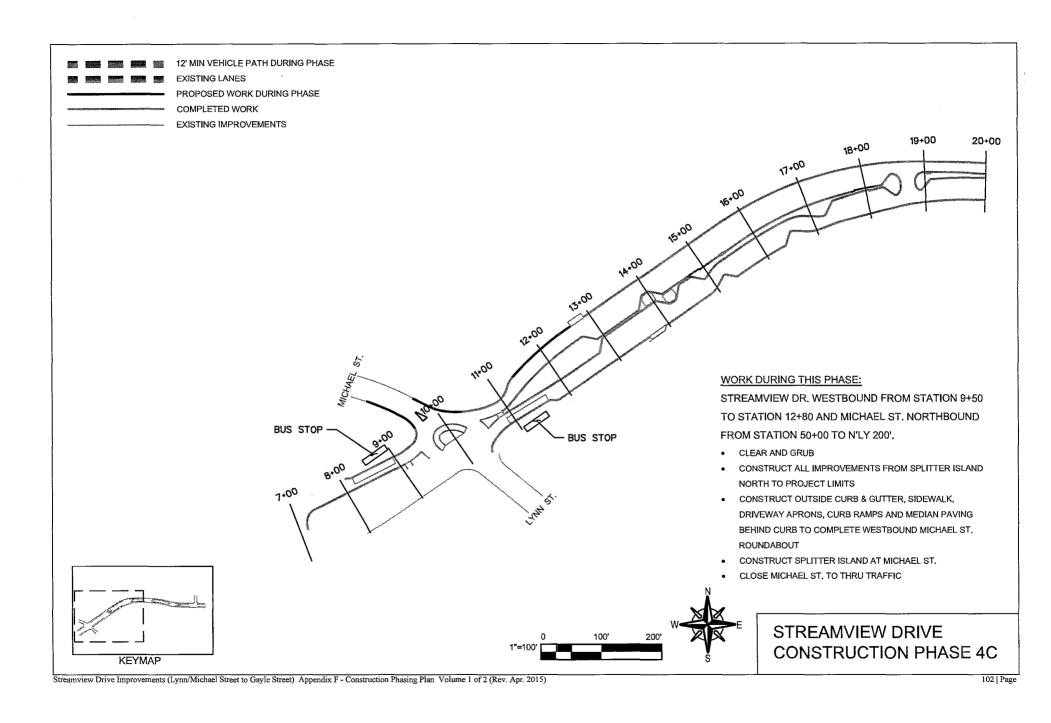


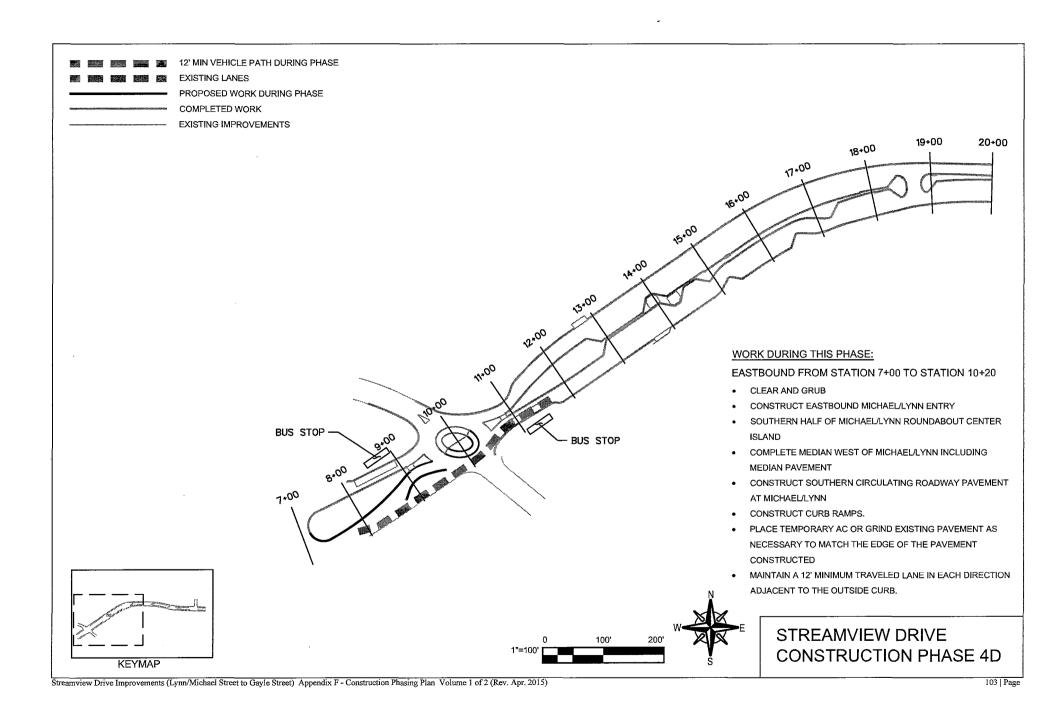


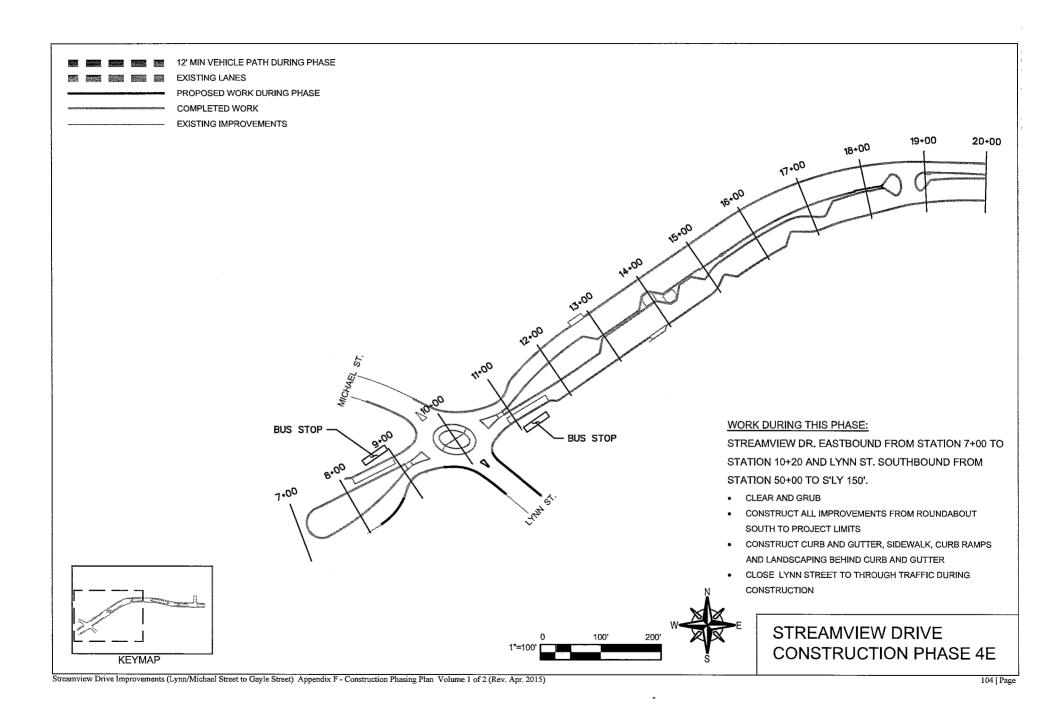












APPENDIX G

SDG&E UNDERGROUND SERVICE LOCATION

SDGE

ELECTRIC UNDERGROUND METER & SERVICE LOCATION

Customer Copy

A Sempra Energy utility

Temp Service Charge Due on First Bill \$

Service Type: UG Service Point - Street Light Wanted Date: ON INSPECTION Project No: 453242 Job No: 050 Project Title: CITY OF SAN DIEGO SERVICE POINT STREAMVIEW DR & LYNN Project Address: STREAMVIEW DR & LYNN Project City: SAN DIEGO Customer Phone #: Contact REYNA RENDON ROJAS Contact Phone #: 619-533-7465 Traffic Control Permit Required. Excavation/Encroachment Permits Required By Service Attachment Point and/or Meter Location: Locate new customer 3.5 pull box (street light) hand hole in sidewalk 5 feet from SDG&E secondary handhole. Customer to provide all trench, backfill, 3/4" measuring tape, mandrel, street/surface repair. Contact SDG&E to schedule a pre-trench inspection at 619-699-1039 prior to excavating. SDG&E Application Required - Call: 1-800-411-7343 Municipal Inspection Required By City of San Diego Meter height -- 4'0" min. (3'0" min. for multiple meter installation) -- 6'3" max. From finish grade to centerline of meter base. Meters are required to be readily accessible 24 hours per day. Meters must be located in a safe area free of any potentially hazardous or dangerous condition. Provide 3-ff. X 3-ff. Minimum clear and level working space in front of meter. Where meter room is proposed. contact the planner at the nearest SDG&E office. Meter bases and meter service disconnects must be located at or immediately adjacent to each other and be identified with address and unit number it serves. PROCEDURE FOR INSTALLATION PHONE DIG ALERT 811 AT LEAST TWO DAYS PRIOR TO TRENCHING FOR LOCATION OF UNDERGROUND UTILITIES Phone SDG&E at 619-699-1039 for the following: 3 working days prior to trenching to arrange pre-meet with inspector and initiate trenching process. After excavation of trench, installation of conduit and service entrance equipment at meter location, CALL FOR INSPECTION. Do not cover conduit without inspector's written approval to backfill. When trench is backfilled and compacted, CALL FOR INSPECTION. If service entrance equipment is installed after backfill, CALL FOR INSPECTION OF THE EQUIPMENT. Meter cannot be set until inspector has approved installation, including service equipment, and receipt of city/county/state inspection clearance. Power Source: 1049-156 Structure Number: SEC HH Joint Trench with: Handhole Installed by: Standards Page #: Handhole Lid Shall Read Stop Trench: Ladder Arms: from pole Riser Quad: Bend Installed by: SDG&E Type: Handhole Conduit Installed by: Customer Conduit Size: Voltage: 120/240 Service Panel Rating: Number/Size of Main Switch: # of Wires: 3 Phase: Single Utilities Maximum Contribution to Fault Current Amps Meter Clips: N/A Metering:

Date Prepared: 02/27/2015 Customer Type: Commercial Ń STREET LIGHT SERVICE POINT Z371843 CONNECT TO CUSTOMER 3.5 PULL BOX AND USE CUSTOMER CONDUIT 120/240 3W in Right-of-way Required Assessor's Parcel Number. Additional Information: Please call your Project Planner CLEMENTE VENTURA at 858-654-8692 with questions about this service SERVICE POINT FOR STREET LIGHT. If SDG&E encounters hazardous or toxic material while performing construction of your project, SDG&E will halt work immediately and it will be your responsibility to remove and/or clean up all hazardous or toxic material prior to SDG&E continuing construction. SDG&E shall have no liability or obligation whatsoever to clean up, remove or remediate any hazardous or toxic materials discovered during the course of construction unless it is through negligence of Customer-owned facilities to receive electrical service are subject to all applicable local and state of California inspection authority requirements. Building address and/or meter base must be posted prior to meter set. Information on this sheet is void after six (6) months from date. Keep this notice with building All installations performed under this order must meet SDG&E standards unless a written deviation has been approved. Planner: CLEMENTE VENTURA Telephone: 858-654-8692

T.B. 1270-C6

APPENDIX H

SAMPLE PUBLIC NOTICES



PROJECT NAME

Trenching on your street is complete.

What you need to know:

- Pipe installation on your street is complete and construction crews are now installing new pipeline for this project at another location.
- You may see temporary trench plates or trench cap for some time, even after construction activities have concluded on your street.

Street resurfacing:

- Your Streets will be resurfaced once the entire pipeline project is complete. Concrete streets will not be resurfaced curb to curb; only the trench will be backfilled.
- Street resurfacing may be delayed due the City's slurry seal moratorium

Estimated resurfacing completion on your street:

(Insert Date-Month and Year)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov



This information is available in atternative formats upon request.

ATTACHMENT F INTENTIONALLY LEFT BLANK

City of San Diego

CITY CONTACT: LISA NGUYEN - Contract Specialist, Email: Lnguyen@sandiego.gov Phone No. (619) 533-3435, Fax No. (619) 533-3633

ADDENDUM "A"

FOR



STREAMVIEW DRIVE IMPROVEMENTS (LYNN/MICHAEL STREET TO GAYLE STREET)

VOLUME 1 OF 2

BID NO.:	K-15-1226-DBB-3	
SAP NO. (WBS/IO/CC):	S-00864	
CLIENT DEPARTMENT:	2116	
COUNCIL DISTRICT:	4	
PROJECT TYPE:	ID	

BID DUE DATE:

2:00 PM **JULY 15, 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) Registered Engineer

7/7/2015 Sen

PROFESSION AND FAMILY OF CALIFORNIA OF CALIF

2) For City/Engineer

7/7//5 Seal

Mo. C-45836 Epo. 12/3//6

A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. BIDDER'S QUESTIONS

Questions pertaining to Scope or Specifications

- Q1. Link shown on page 39 of Volume 1 of specifications regarding 2-7 SUBSURFACE DATE did not include referenced Geotechnical Report.
- A1. The Geotechnical Services Report, dated April 12, 2012 by Geocon Incorporated is available for review at:

ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/

C. VOLUME 1

1. To Attachment E, Supplementary Special Provisions, page 55, Section 300 – Earthwork, Subsection 300-1.4, Payment, Sub-item 2, **ADD** the following:

See Appendix I - Cost Breakdown Worksheet for Alternates A and B.

2. To Attachment E, Supplementary Special Provisions, Appendices, **ADD** "Appendix I, Cost Breakdown Worksheet for Alternates A and B", pages 4 through 5 of this Addendum.

D. VOLUME 2

1. To Bidding Document, Proposal (Bid), pages 10 through 15, **DELETE** in their entirety and **SUBSTITUTE** with pages 6 through 11 of this Addendum.

James Nagelvoort, Director Public Works Department

Dated: July 7, 2015

San Diego, California

JN/JS/egz

APPENDIX I

COST BREAKDOWN WORKSHEET FOR ALTERNATES A AND B

COST BREAKDOWN WORKSHEET FOR ALTERNATES A AND B

ALTERNATE A	
1. 5940 Streamview Dr San Diego, CA 92105	\$
2. 5982 Streamview Dr San Diego, CA 92105	\$
3. 6008 Streamview Dr San Diego, CA 92105	\$
4. 6036 Streamview Dr San Diego, CA 92105	\$
5. 6044 Streamview Dr San Diego, CA 92105	\$
6. 6053 Streamview Dr San Diego, CA 92105	\$
7. 6061 Streamview Dr San Diego, CA 92105	\$
ESTIMATED TOTAL LUMP SUM ALTERNATE A:	\$

ALTERNATE B	
1. 5940 Streamview Dr San Diego, CA 92105	\$
2. 5982 Streamview Dr San Diego, CA 92105	\$
3. 6008 Streamview Dr San Diego, CA 92105	\$
4. 6036 Streamview Dr San Diego, CA 92105	\$
5. 6044 Streamview Dr San Diego, CA 92105	\$
6. 6053 Streamview Dr San Diego, CA 92105	\$
7. 6061 Streamview Dr San Diego, CA 92105	\$
ESTIMATED TOTAL LUMP SUM ALTERNATE B:	\$

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
					BASE BID		
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$
2	1	LS	541330	7-10.2.6	Traffic Control Design		\$
3	1	LS	237310	7-10.2.6	Traffic Control		\$
4	1	AL		9-3.5	Field Orders - Type II		\$50,000.00
5	1	LS	238910	300-1.4	Clearing & Grubbing		\$
6	21	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$	\$
7	16	EA	237310	301-1.7	Adjusting Existing Manhole Frame & Cover to Grade	\$	\$
8	63	EA	237310	301-1.7	Adjusting Existing Water Meter Box to Grade	\$	\$
9	48	EA	237310	301-1.7	Adjusting Existing Sewer Service Cleanout to Grade	\$	\$
10	2	EA	237310	301-1.7	Adjusting Existing Storm Drain Cleanout to Grade	\$	\$
11	1	EA	237310	301-1.7	Adjusting Existing Water Meter Vault to Grade	\$	\$
12	1	EA	237310	301-1.7	Adjusting Existing Fire Hydrant to Grade	\$	\$
13	8,371	TON	237310	302-5.9	Asphalt Concrete Pavement (11")	\$	\$
14	120	CY	237310	302-6.8	Bus Stop Pad (9")	\$	\$
15	1	EA	237110	303-1.11	Curb Inlet Type A	\$	\$

July 7, 2015 **ADDENDUM "A"**Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
16	3	EA	237110	303-1.11	Curb Inlet Type B	\$	\$
17	2	EA	237110	303-1.11	Curb Inlet Type C-1	\$	\$
18	4	EA	237110	303-1.11	Curb Inlet Type C-2	\$	\$
19	1	EA	237110	303-1.11	Catch Basin Type G-1	\$	\$
20	1	EA	237110	303-1.11	Clean Out Type A4	\$	\$
21	8	EA	237110	303-1.11	Concrete Pipe Collar	\$	\$
22	2	EA	237110	303-1.11	Concrete Lug	\$	\$
23	4,761	LF	237310	303-5.9	Curb & Gutter (6" Inch Curb, Type G)	\$	\$
24	112	LF	237310	303-5.9	Curb & Gutter - Rolled	\$	\$
25	363	LF	237310	303-5.9	Median Curb Type B-1	\$	\$
26	4,479	LF	237310	303-5.9	Median Curb & Gutter Type B-2	\$	\$
27	338	LF	237310	303-5.9	Roundabout Curb Type B-1 (Modified)	\$	\$
28	247	LF	237310	303-5.9	Valley Gutter 2.5' (8")	\$	\$
29	259	LF	237310	303-5.9	Valley Gutter 3' (8")	\$	\$
30	718	SF	237310	303-5.9	Cross Gutter (8" PCC)	\$	\$
31	6,618	SF	237310	303-5.9	Residential Concrete Apron and Driveway (5.5" PCC)	\$	\$
32	2,579	SF	237310	303-5.9	Roundabout Apron Concrete (8" PCC)	\$	\$
33	5	EA	237310	303-5.9	Contractor Date Stamp or Impression	\$	\$
34	34,096	SF	237310	303-5.9	Colored Stamped 4" PCC Raised Median	\$	\$
35	32,400	SF	237310	303-5.9	Sidewalk (4")	\$	\$
36	13	EA	237310	303-5.10.2	Curb Ramp Type B with Detectable Warning Tiles	\$	\$

July 7, 2015 ADDENDUM "A"
Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
37	5	EA	237310	303-5.10.2	Curb Ramp Type C1 with Detectable Warning Tiles	\$	\$
38	1	EA	237310	303-5.10.2	Curb Ramp Type D with Detectable Warning Tiles	\$	\$
39	4	EA	237310	303-5.10.2	Island Passageway with Detectable Warning Tiles	\$	\$
40	3	EA	237310	303-5.10.2	Accessible Loading Area with Detectable Warning Tiles and Ramp	\$	\$
41	2	EA	237310	304-1.12	Install Barrier Post	\$	\$
42	152	LF	237110	306-1.6	18-Inch RCP Storm Drain	\$	\$
43	18	LF	237110	306-1.6	24-Inch RCP Storm Drain	\$	\$
44	1	EA	237110	306-1.6	Fire Hydrant Assembly & Marker	\$	\$
45	2	EA	237110	306-1.9.1	Relocate Sewer Cleanout	\$	\$
46	2	EA	561730	306-14.1	Water Service Extension and Relocation of Water Meters	\$	\$
47	4	EA	238210	307-2	Relocate Existing Street Light	\$	\$
48	1	EA	238210	307-2	Remove Existing Wood Pole and Install New Concrete Pole with Pull Box	\$	\$
49	5	EA	238210	307-2	Adjust Existing Pull Box to Grade	\$	\$
50	5	EA	238210	307-2	Install New Street Light Pull Box	\$	\$
51	1	EA	238210	307-2	Relocate Street Light Pull Box	\$	\$
52	13	EA	238210	307-2	Adjust Street Light Pull Box to Grade	\$	\$
53	1	AL		307-2	SDG&E Fee Allowance - Type II		\$5,000.00
54	1	LS	561730	308-7	Root Barrier and Root Pruning		\$
55	1	LS	237310	314-4.3.7	Traffic Striping and Curb and Pavement Markings		\$
56	1	LS	237310	314-4.4.6	Thermoplastic Traffic Striping		\$

July 7, 2015 **ADDENDUM "A"**Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
57	1	LS	237310	314-6.2	Roadside Signs and Posts		\$
58	1	LS	237310	314-6.2	Crosswalk Signs and Posts		\$
59	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$
60	1	LS	237310	701-13.9.5	Water Pollution Control Program Implementation		\$
					ESTIMATED TOTA	L BASE BID:	\$
					ALTERNATE "A"	•	
1	1	LS	238990	300-1.4	Encroachment Removal		\$
					ESTIMATED TOTAL ALTE	RNATE "A":	\$
					ALTERNATE "B"		
1	1	LS	238990	300-1.4	Encroachment Relocation		\$
					ESTIMATED TOTAL ALTE	RNATE "B":	\$
					ALTERNATE "C"		
1	4	EA	237310	307-2	Rectangular Rapid Flashing Beacon System (4-Pole System with Single Light Bars)	\$	\$
2	3	EA	237310	307-2	Rectangular Rapid Flashing Beacon System (2-Pole System with Dual Light Bars)	\$	\$
3	2	EA	237310	307-2	Rectangular Rapid Flashing Beacon System (2-Pole System with Single Light Bars)	\$	\$
4	-1	LS	237310	314-6.2	Crosswalk Signs and Posts (Deduct Item 58)		-\$
	. 1		·		ESTIMATED TOTAL ALTE	RNATE "C":	\$
	ESTIM	ATED T	TOTAL BAS	SE BID PLUS	ALTERNATE "A" PLUS ALTERNATE "B" PLUS ALTE	RNATE "C"	\$

TOTAL BID PRICE FOR BID (Base Bid, Items 1 through 60, Plus Alternate A, Item 1, Plus Alternate B, Item 1, Plus Alternate C, Items 1 through 4, inclusive) amount written in words:

ADDENDUM "A" July 7, 2015 Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being non-responsive . The following addenda have been received and are acknowledged in this bid:
The names of all persons interested in the foregoing proposal as principals are as follows:
IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.
Bidder:
Title:
Business Address:
Place of Business:
Place of Residence:
Signature:

NOTES:

- A. The City shall determine the low Bid based on the Base Bid plus the following Alternates: $\underline{A + B + C}$.
- B. After the low Bid has been determined, the City may, at its sole discretion, award the Contract for the Base Bid alone or for the Base Bid plus any combination of alternates.
- 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.

July 7, 2015

- 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.
- 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 E. 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.
- 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 G. x Unit Price and the Extension, the product shall govern.
- In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern. H.
- Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being non-responsive. Alternative proposals will not be I. considered unless called for.
- J. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

ADDENDUM "A" Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)



City of San Diego

CONTRACTOR'S NAME: Portillo Concrete, Inc.

ADDRESS: 3527 Citrus St., Lemon Grove, CA 91945

TELEPHONE NO.: 619-466-4639 FAX NO.: 619-466-4685

CITY CONTACT: Eleida Felix Yackel, Contract Specialist, Email: EFelixYackel@sandiego.gov

Phone No. (619) 533-3449, Fax No. (619) 533-3633

J Straughn/RW Bustamante egz

CONTRACT DOCUMENTS



FOR

STREAMVIEW DRIVE IMPROVEMENTS (LYNN/MICHAEL STREET TO GAYLE STREET)

VOLUME 2 OF 2

BID NO.:	K-15-1226-DBB-3	
SAP NO. (WBS/IO/CC):	S-00864	
CLIENT DEPARTMENT:	2116	
COUNCIL DISTRICT:	4	
PROJECT TYPE:	ID	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ➤ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐
- > APPRENTICESHIP
- > THIS IS A TRANSNET FUNDED CONTRACT THROUGHT THE STATE OF CALIFORNIA.

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

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

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

1.	Bid/Proposal	3
	Bid Bond	
3.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	
4.	Contractors Certification of Pending Actions	8
5.	Equal Benefits Ordinance Certification of Compliance	9
6.	Proposal (Bid)	. 10
7.	Form AA35 - List of Subcontractors	.16
8.	Form AA40 - Named Equipment/Material Supplier List	. 17
9	Form AA45 - Subcontractors Additive/Deductive Alternates	.18

PROPOSAL

Bidder's General Information

To the City of San Diego:

Bid / Proposal

Volume 2 of 2 (Rev. Mar. 2015)

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.	0
(6) Email Address	
IF A PARTNERSHIP, SIGN HERE:	
(1) Name under which business is conducted	
Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)	3 Page

(3)	Signature (Note: Signature must be	e made by a general partner)
	Full Name and Character of partner	
(4)	Place of Business (Street & Number	r)
(5)	City and State	Zip Code
(6)	Telephone No.	Facsimile No.
<u>C</u>	Email Address ORPORATION, SIGN HERE: Name under which business is condu	ucted Portillo Concrete, Inc.
(1)	ORPORATION, SIGN HERE: Name under which business is conductions of the second signature, with official title of the second second signature.	ucted Portillo Concrete, Inc.
(1)	ORPORATION, SIGN HERE: Name under which business is condu	ucted <u>Portillo Concrete, Inc.</u> or authorized to sign for the corporation:
(1)	ORPORATION, SIGN HERE: Name under which business is conductive signature, with official title of office that we will be supported by the support of the sup	ucted Portillo Concrete, Inc. or authorized to sign for the corporation:
(1)	ORPORATION, SIGN HERE: Name under which business is conductive of office of the signature, with official title of office of the signature of	ucted Portillo Concrete, Inc. fr authorized to sign for the corporation:) ne)
(1) (2)	Name under which business is conductive of office (Signature) Mario Portillo President/CEO (Title of Office)	ucted Portillo Concrete, Inc. r authorized to sign for the corporation:) ne) cer) (Impress Corporate Seal Head)
(1) (2)	Name under which business is conductive of office with official title of office (Signature) Mario Portillo President/CEO (Title of Office) Incorporated under the laws of the State (Signature)	er authorized to sign for the corporation: ne) cer) (Impress Corporate Seal Hostate of
(1) (2) (3) (4)	Name under which business is conducted with official title of office (Signature) Mario Portillo (Printed Name President/CEO) (Title of Official title off	ucted Portillo Concrete, Inc. or authorized to sign for the corporation:
(1) (2) (3) (4) (5)	Name under which business is conductive with official title of office (Signature) Mario Portillo President/CEO (Title of Office Incorporated under the laws of the Second Place of Business (Street & Number City and State Lemon Grove, CA)	ucted Portillo Concrete, Inc. fr authorized to sign for the corporation: ne) cer) (Impress Corporate Seal Hotate of California

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

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

specifications:			
LICENSE CLASSIFICATION A, B, C8			
LICENSE NO. <u>680144</u>	EXPIRES _	October 31st, 2	015
DEPARTMENT OF INDUSTRIAL RELAT	IONS (DIR) RE	GISTRATION NUI	MBER:
1000004389			
This license classification must also be sho license classification on the bid envelope may			pe. Failure to show
TAX IDENTIFICATION NUMBER (TIN):	_		
Email Address: <u>mportillo@portilloconc</u>	reteinc.com		
THIS PROPOSAL MUST BE NOTARIZI	ED BELOW:		
I certify, under penalty of perjury, that Contractor's license number, classification and			
Signature Man Full		Title <u>President</u>	/CEO
SEE A' SUBSCRIBED AND SWORN TO BEFORE	TTACHED EME. THIS	DAY OF	7
Notary Public in and for the County of		, State of	
		·	
(NOTARIAL SEAL)		_	

JURAT

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.

the truthfulness, accuracy, or validity	of that document.
State of California	
County of San Diego	_
Subscribed and sworn to (or affirmed)	before me on this <u>b</u> day of <u>July</u> ,
2015 by Mario Portillo	
before me.	HEATHER S. BARNHILL Commission # 2070208 Notary Public - California San Diego County My Comm. Expires Jun 2, 2018
Heather Barnhill signature	(Seal)
OPTIONAL INFORMATION	INSTRUCTIONS
	The wording of all Jurats completed in California after January 1, 2015 must be in the as set forth within this Jurat. There are no exceptions. If a Jurat to be completed doe follow this form, the notary must correct the verbiage by using a jurat stamp containing correct wording or attaching a separate jurat form such as this one with does contain

DESCRIPTION OF THE ATTACHED DOCUMENT

Bidding Documents (Title or description of attached document)					
(Title or description) of attached document)					
Streamview Drive (Title or description of attached document continued)					
Number of Pages Document Date					

Additional information

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the
 office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

BID BOND

KNOW	ALL MEN BY THESE PR	ESENTS,						
That	Portillo Concrete, 1	Inc.		as Principal, and				
10% O we bind	The Ohio Casualty Insudent of the THE TOTAL BID AM ourselves, our heirs, executly these presents.	City of San D OUNT for the	iego hereinafter call payment of which s	um, well and trul	y to be made,			
under th	EAS, said Principal has sume bidding schedule(s) of the eamview Drive Improvement	e OWNER's Co	ntract Documents er	ntitled	ORK required			
NOW Tand in to of agree and furnand voice by said	THEREFORE, if said Prince the manner required in the tement bound with said Control Perform d, otherwise it shall remain OWNER and OWNER profit, including a reasonable at	cipal is awarded Notice Inviting attract Documer ance Bond and in full force an evails, said Sure	i a contract by said Bids" enters into a its, furnishes the rec id Payment Bond, the d effect. In the even ety shall pay all cos	OWNER and, written Agreeme quired certificates en this obligation it suit is brought to incurred by sain	nt on the form of insurance, of shall be null upon this bond			
SIGNE	D AND SEALED, this	7th	day of	July	, 20 <u>15</u>			
Portillo	(Signature)	(SEAL)	The Oh <u>io Casualty</u>	(Surety)	oany (SEAL) Cyndi Beilman Attorney-in-Fac			

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 San Diego On July 7, 2015 before me, Pam Davis

Date Insert Name of Notary exactly as it appears on the official seal , Notary Public. personally appeared Cyndi Beilman 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. PAM DAVIS Commission # 1991984 Notary Public - California I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true San Diego County My Comm. Expires Oct 20, 2016 and correct. Witness my hand and official seal. Signature of Notary Public Pam Davis 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 the 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: ☐ Individual ☐ Individual ☐ Corporate Officer — Title(s): Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General ☐ Limited ☐ General ✓ Attorney in Fact ☐ Attorney in Fact RIGHT THUMBPRINT RIGHT THUMBPRINT ☐ Trustee OF SIGNER Trustee OF SIGNER Guardian or Conservator ☐ Guardian or Conservator Top of thumb here Top of thumb here Other: Other: Signer is Representing: Signer is Representing:

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

Certificate No. 6936676

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

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed __ day of _ April 2015 thereto this 7th

Y INSU

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

interest rate or residual value guarantees.

Not valid for mortgage, note, loan, letter of credit,

On this 7th , 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. COMMONWEALTH OF PENNSYLVANIA



Notarial Seal Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires March 28, 2017

Member, Pennsylvania Association of Notaries

American Fire and Casualty Company

David M. Carey, Assistant Secretary

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

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

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

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

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this $\frac{7 \, \text{th}}{100 \, \text{cm}}$ day of









Gregory W. Davenport, Assistant Secretary

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 San Diego	}
On <u>7/14/15</u> before me, <u>1</u>	Leather Parnhill - Notary Public (Here Insert name and title of the officer)
name(s) is/are subscribed to the within he/she/they executed the same in his/h	actory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect. HEATHER S. BARNHILL Commission # 2070208
WITNESS my hand and official seal.	Notary Public - California San Diego County
Hoathar Laundill Notary Public Signature (No	My Comm. Expires Jun 2, 2018 otary Public Seal)
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary
(Title or description of attached document)	 law. State and County information must be the State and County where the document
Streamview Dr.	signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which
(Title or description of attached document continued)	must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her
Number of Pages Document Date	commission followed by a comma and then your title (notary public).Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER ☐ Individual (s) ☑ Corporate Officer	notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they,- is /are) or circling the correct forms. Failure to correctly indicate this information-may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk.
☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other	 Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

• Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
	BASE BID							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$ 25,500.00	
2	1	LS	541330	7-10.2.6	Traffic Control Design		\$ 5,000.00	
3	1	LS	237310	7-10.2.6	Traffic Control		\$ 25,000.00	
4	1	AL		9-3.5	Field Orders - Type II		\$50,000.00	
5	1	LS	238910	300-1.4	Clearing & Grubbing		\$300,000.00	
6	21	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$ 385.00	\$ 8,085.00	
7	16	EA	237310	301-1.7	Adjusting Existing Manhole Frame & Cover to Grade	\$ 600.00	\$ 9,600.00	
8	63	EA	237310	301-1.7	Adjusting Existing Water Meter Box to Grade	\$ 300.00	\$ 18,900.00	
9	48	EA	237310	301-1.7	Adjusting Existing Sewer Service Cleanout to Grade	\$ 350.00	\$ 16,800.00	
10	2	.EA	237310	301-1.7	Adjusting Existing Storm Drain Cleanout to Grade	\$ 620.00	\$ 1,240.00	
11	1	EA	237310	301-1.7	Adjusting Existing Water Meter Vault to Grade	\$4,800.00	\$ 4,800.00	
12	1	EA	237310	301-1.7	Adjusting Existing Fire Hydrant to Grade	\$ 1,500.00	\$ 1,500.00	
13	8,371	TON	237310	302-5.9	Asphalt Concrete Pavement (11")	\$ 90.00	\$753,390.00	
14	120	CY	237310	302-6.8	Bus Stop Pad (9")	\$ 400.00	\$ 48,000.00	
15	1	EA	237110	303-1.11	Curb Inlet Type A	\$ 8,000.00	\$ 8,000.00	

ADDENDUM "A" July 7, 2015

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
16	3	EA	237110	303-1.11	Curb Inlet Type B	\$ 6,400.00	\$ 19,200.00
17	2	EA	237110	303-1.11	Curb Inlet Type C-1	\$ 7,000.00	\$ 14,000.00
18	4	EA	237110	303-1.11	Curb Inlet Type C-2	\$ 8,700.00	\$ 34,800.00
19	1	EA	237110	303-1.11	Catch Basin Type G-1	\$ 3,000.00	\$ 3,000.00
20	1	EA	237110	303-1.11	Clean Out Type A4	\$ 5,800.00	\$ 5,800.00
21	8	EA	237110	303-1.11	Concrete Pipe Collar	\$ 640.00	\$ 5,120.00
22	2	EA	237110	303-1.11	Concrete Lug	\$ 800.00	\$ 1,600.00
23	4,761	LF	237310	303-5.9	Curb & Gutter (6" Inch Curb, Type G)	\$ 32.00	\$ 152,352.00
24	112	LF	237310	303-5.9	Curb & Gutter - Rolled	\$ 32.00	\$ 3,584.00
25	363	LF	237310	303-5.9	Median Curb Type B-1	\$ 25.00	\$ 9,075.00
26	4,479	LF	237310	303-5.9	Median Curb & Gutter Type B-2	\$ 26.00	\$ 116,454.00
27	338	LF	237310	303-5.9	Roundabout Curb Type B-1 (Modified)	\$ 35.00	\$ 11,830.00
28	247	LF	237310	303-5.9	Valley Gutter 2.5' (8")	\$ 30.00	\$ 7,410.00
29	259	LF	237310	303-5.9	Valley Gutter 3' (8")	\$ 32.00	\$ 8,288.00
30	718	SF	237310	303-5.9	Cross Gutter (8" PCC)	\$ 16.00	\$ 11,488.00
31	6,618	SF	237310	303-5.9	Residential Concrete Apron and Driveway (5.5" PCC)	\$ 7.00	\$ 46,326.00
32	2,579	SF	237310	303-5.9	Roundabout Apron Concrete (8" PCC)	\$ 7.00	\$ 18,053.00
33	5	EA	237310	303-5.9	Contractor Date Stamp or Impression	\$ 150.00	\$ 750.00
34	34,096	SF	237310	303-5.9	Colored Stamped 4" PCC Raised Median	\$ 10.00	\$ 340,960.00
35	32,400	SF	237310	303-5.9	Sidewalk (4")	\$ 6.00	\$ 194,400.00
36	13	EA	237310	303-5.10.2	Curb Ramp Type B with Detectable Warning Tiles	\$ 2,500.00	\$ 32,500.00

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July 7, 2015

ADDENDUM "A"

Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
37	5	EA	237310	303-5.10.2	Curb Ramp Type C1 with Detectable Warning Tiles	\$ 2,500.00	\$ 12,500.00
38	1	EA	237310	303-5.10.2	Curb Ramp Type D with Detectable Warning Tiles	\$ 2,500.00	\$ 2,500.00
39	4	EA	237310	303-5.10.2	Island Passageway with Detectable Warning Tiles	\$ 2,500.00	\$ 10,000.00
40	3	EA	237310	303-5.10.2	Accessible Loading Area with Detectable Warning Tiles and Ramp	\$ 4,000.00	\$ 12,000.00
41	2	EA	237310	304-1.12	Install Barrier Post	\$ 500.00	\$ 1,000.00
42	152	LF	237110	306-1.6	18-Inch RCP Storm Drain	\$ 150.00	\$ 22,800.00
43	18	LF	237110	306-1.6	24-Inch RCP Storm Drain	\$ 190.00	\$ 3,420.00
44	1	EA	237110	306-1.6	Fire Hydrant Assembly & Marker	\$ 1,500.00	\$ 1,500.00
45	2	EA	237110	306-1.9.1	Relocate Sewer Cleanout	\$ 1,500.00	\$ 3,000.00
46	2	EA	561730	306-14.1	Water Service Extension and Relocation of Water Meters	\$ 2,000.00	\$ 4,000.00
47	4	EA	238210	307-2	Relocate Existing Street Light	\$ 2,700.00	\$10,800.00
48	1	EA	238210	307-2	Remove Existing Wood Pole and Install New Concrete Pole with Pull Box	\$ 15,000.00	\$ 15,000.00
49	5	EA	238210	307-2	Adjust Existing Pull Box to Grade	\$ 140.00	\$ 700.00
50	5	EA	238210	307-2	Install New Street Light Pull Box	\$ 215.00	\$ 1,075.00
51	1	EA	238210	307-2	Relocate Street Light Pull Box	\$ 275.00	\$ 275.00
52	13	EA	238210	307-2	Adjust Street Light Pull Box to Grade	\$ 140.00	\$ 1,820.00
53	1	AL		307-2	SDG&E Fee Allowance - Type II		\$5,000.00
54	1	LS	561730	308-7	Root Barrier and Root Pruning		\$ 44,000.00
55	1	LS	237310	314-4.3.7	Traffic Striping and Curb and Pavement Markings		\$ 10,500.00
56	1	LS	237310	314-4.4.6	Thermoplastic Traffic Striping		\$ 8,000.00

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
57	1	LS	237310	314-6.2	Roadside Signs and Posts		\$ 11,000.00
58	1	LS	237310	314-6.2	Crosswalk Signs and Posts		\$ 8,000.00
59	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$ 1,000.00
60	1	LS	237310	701-13.9.5	Water Pollution Control Program Implementation		\$ 5,000.00
					ESTIMATED TOTA	L BASE BID:	\$2,507,695.00
					ALTERNATE "A"		
1	1	LS	238990	300-1.4	Encroachment Removal		\$21,000.00
ESTIMATED TOTAL ALTERNATE "A":							\$ 21,000.00
					ALTERNATE "B"		
1	1	LS	238990	300-1.4	Encroachment Relocation		\$21,000.00
					ESTIMATED TOTAL ALTE	RNATE "B":	\$ 21,000.00
					ALTERNATE "C"		
1	4	EA	237310	307-2	Rectangular Rapid Flashing Beacon System (4-Pole System with Single Light Bars)	\$ 21,458.80	\$ 85,835.20
2	3	EA	237310	307-2	Rectangular Rapid Flashing Beacon System (2-Pole System with Dual Light Bars)	\$ 12,005.40	\$ 36,016.20
3	2	EA	237310	307-2	Rectangular Rapid Flashing Beacon System (2-Pole System with Single Light Bars)	\$12,005.40	\$ 24,010.80
4	-1	LS	237310	314-6.2	Crosswalk Signs and Posts (Deduct Item 58)		-\$ 7,000.00
					ESTIMATED TOTAL ALTE	RNATE "C":	\$ 138,862.20
	ESTIM	ATED T	TOTAL BA	SE BID PLUS	ALTERNATE "A" PLUS ALTERNATE "B" PLUS ALTE	RNATE "C"	\$2,688,557.20

TOTAL BID PRICE FOR BID (Base Bid, Items 1 through 60, Plus Alternate A, Item 1, Plus Alternate B, Item 1, Plus Alternate C, Items 1 through 4, inclusive) amount written in words:

Two million, six hundred and eighty eight thousand, five hundred fifty seven dollars and twenty cents.

July 7, 2015

ADDENDUM "A"

Page 9 of 11

Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)

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 <u>San Diego</u>)		
Mario Portillo			, being first duly sworn, deposes and
says that he or she is <u>I</u>	President/CEO		of the party making the foregoing
bid that the bid is not r	nade in the interest	t of, or on behalf of,	any undisclosed person, partnership,
company, association, o	rganization, or corp	poration; that the bid	is genuine and not collusive or sham;
that the bidder has not o	directly or indirectly	y induced or solicited	any other bidder to put in a false or
sham bid, and has not d	irectly 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	y or indirectly, so	ught by agreement,	communication, or conference with
anyone to fix the bid pr	rice of the bidder o	or any other bidder, o	r to fix any overhead, profit, or cost
element of the bid price	, or of that of any o	other bidder, or to sec	cure any advantage against the public
body awarding the con	ntract of anyone i	interested in the pro	posed contract; that all statements
contained in the bid are	true; and further, the	hat the bidder has not	t, directly or indirectly, submitted his
or her bid price or any	breakdown thereof	, or the contents ther	eof, or divulged information or data
relative thereto, or pai	id, and will not p	oay, any fee to any	corporation, partnership, company
association, organizatio	n, bid depository, o	r to any member or a	gent thereof to effectuate a collusive
or sham bid.			
	Signed:	Mam Par	W
	Title: President	/CEO	
		ODD AFER LOVE	TD
	Subscribed and size	SEE ATTACH	EDday of, 20
	Subscribed and Swo	an to before me this	
		Notary F	Public
		(SEA	L)

JURAT

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.

the truthfulness, accuracy, or validity of	f that document.
State of California	
County of San Diego	
Subscribed and sworn to (or affirmed) b	pefore me on this 6th day of July
20 15 by Mario Portillo	
Houther Barnhill	HEATHER S. BARNHILL Commission # 2070208 Notary Public - California San Diego County My Comm. Expires Jun 2, 2018
OPTIONAL INFORMATION	INSTRUCTIONS
	The wording of all Jurats completed in California after January 1, 2015 must be in to as set forth within this Jurat. There are no exceptions. If a Jurat to be completed defollow this form, the notary must correct the verbiage by using a jurat stamp contain

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Affidavit
(Title or description of attached document)

Streamview Drive

(Title or description of attached document continued)

Number of Pages ____ Document Date_____

Additional information

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

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.

JHECK (JNE BOX ONL	<u>1.</u>									
X	subject of	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.									
	subject of that Bidde A descrip	a complaint or per discriminated a	oending act against its is or resol	tion in a lega employees, s ution of that	l administr subcontract complaint	the Bidder has been the rative proceeding alleging fors, vendors or suppliers including any remedia	g s.				
DATEOR	LOGATION	DESCRIPTION O	î Ci aim	LineGamon	STATUS.	Resolution/Remediati					
CLAIM				(Y/N) ¹		ACTIONTAKEN					
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					į						
Contractor	· Name: <u>Portill</u>	lo Concrete, Inc	.				_				
Certified F	By <u>Mario</u>	Portillo			Title	President/CEO					
		Man Nam	inte	A)	Date _	7/8/2015					
		Signat	ure	-							

USE ADDITIONAL FORMS AS NECESSARY

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101 Phone (619) 533-3948 Fax (619) 533-3220

	CON	MPANY INFORMA	TION		
Company Nam	e: Portillo Concrete, Inc.		Contact Name	: Mario Portillo	
	ress: 3527 Citrus St., Lemon Grov	ve, CA 91945		e: (619) 466-4639	
			Contact Email	:mportillo@portilloconcret	einc.
	CON	TRACT INFORMA	ATION		
Contract Title:	Streamview Drive Improvemen	ts (Lynn/Michael S	t. to Gayle St.	Start Date: NA	
Contract Numl	ber (if no number, state location): $K-1$	5-1226-DBB-3	·	End Date: NA	
	SUMMARY OF EQUAL		ANCE REQUIRE	MENTS	
■ Contractor ■ Benefits travel/re ■ Any ben ■ Contractor enrollmen ■ Contractor ■ Contractor ■ Contractor NOTE: This s www.sandiego.g	benefits as defined in SDMC §22.4302 for shall offer equal benefits to employees we include health, dental, vision insurance; location expenses; employee assistance prefit not offer an employee with a spouse, shall post notice of firm's equal benefit at periods. shall allow City access to records, when shall submit EBO Certification of Computation is provided for convenience. Towardministration. CONTRACTOR EQUAL your firm's compliance status with the E	with spouses and employ pension/401(k) plans; by programs; credit union me, is not required to be offers policy in the workplace requested, to confirm colliance, signed under pen Full text of the EBO	rees with domestic partriereavement, family, paralembership; or any othered to an employee with early of perjury, prior to and Rules Implementation.	rental leave; discounts, child r benefit. Ith a domestic partner. Is at time of hire and during quirements. It award of contract. It into the EBO are available	open
X	I affirm compliance with the EBO be	ecause my firm (contract	tor must <u>select one</u> reas	on):	
	☐ Provides equal benefits to spo	ouses and domestic partr	ners.		
	☐ Provides no benefits to spous	es or domestic partners.			
	☐ Has no employees.☐ Has collective bargaining agrexpired.	eement(s) in place prior	to January 1, 2011, that	t has not been renewed or	
	I request the City's approval to pay af made a reasonable effort but is not ab the availability of a cash equivalent to every reasonable effort to extend all a	le to provide equal bene or benefits available to sp	fits upon contract award pouses but not domestic	d. I agree to notify employee	s of
	for any contractor to knowingly submit the execution, award, amendment, or adm				/alent
irm understand ontract or pay	of perjury under laws of the State of Califilist he requirements of the Equal Benefits a cash equivalent if authorized by the Cit	s Ordinance and will pro			
	tillo - President/CEO Name/Title of Signatory	1/1/000	Signature		
	Name/ Little of Stanatory		* to o o trato		

□ Approved

□ Not Approved – Reason:

Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)
Equal Benefits Ordinance Certification of Compliance
Volume 2 of 2 (Rev. Mar. 2015)

EBO Analyst:

Receipt Date:

(Rev 02/15/2011)

BIDDIN	\mathbf{R}	CIIN	TENTS
	(T		

Place of Business:	Lemon Grove, CA	
Place of Residence:	87/B Lagasca P.D. Christa Wista, CA 91911	
Signature:	Mans Gertill	

NOTES:

- A. The City shall determine the low Bid based on the Base Bid plus the following Alternates: A + B + C.
- B. After the low Bid has been determined, the City may, at its sole discretion, award the Contract for the Base Bid alone or for the Base Bid plus any combination of alternates.
- 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.
- 1. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- J. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder non-responsive.

LIST OF SUBCONTRACTORS

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	#2000 cm Day to Brought at an Englanged Company Section 1	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 SDVOSBO	WHERE CERTIFIED (2)	CHECK IF JOINT VENTURE PARTNERSHIP
Name: TL Scanlan Address: 2308 Shaylene Way City: Alpine State: CA Zip: 91901 Phone: 619-647-9062 Email: tom@tlscanlanconstruction.com	Constructor	757925	Underground	\$757,000.00	ELBE, SLBE	City of San Diego	NA
Name: Southwest Signal Address: 397 Raleigh Ave. City: El Cajon State: CA Zip:92020 Phone:619-442-3343 Email:	Constructor	451115	Electrical	\$27,155.00	SLBE	City of San Diego	NA

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 San Diego Regional Minority Supplier Diversity Council	CALTRANS
California Public Utilities Commission	CPUC		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

LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBERS OF SUBCONTRACTOR.	CONSTRUCTOR ORDESIGNER	SUBCONTRACTOR- LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FELLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, LOR SDVOSBO	WHERE CERTIFIED (2)	CHECK IF JOINT VENTURE PARTNERSHIP
Name: McGrath Consulting Address: PO Box 20205 City: El Cajon State: CA Zip: 92021 Phone: 619-446-3811 Email: mwm@mcswppp.com	Storm Water Specialists	N/A	WPCP	\$700.00	ELBE #11MH0	City of San Diego	NA
Name: Integrity Concrete Address: 540 Opper St. City: Escondido State: CA Zip: 92029 Phone: 760-233-0044 Email:	Constructor	799802	Stamped Concrete	\$299,000.00	NA	NA	NA

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 Rusiness	SDVOSB		

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

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

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 OE SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FIELED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZONE, OR SDVOSBO	WHERE GERTIFIED O	CHECK IF JOINT VENTURE PARTNERSHIP	
Name: SASC Bonds Address: 5360 Jackson Dr. Ste. 208 City: La Mesa State: CA Zip: 91942 Phone: 619-501-1899 Email: cyndi@sascbonds.com	Bonding Agent	NA	Bond Company	\$25,500.00	SLBE	City of San Diego	No	
Name: Western Gardens Address: 4616 Pannonia Rd. City: Carlsbad State: CA Zip: 92008 Phone: Email:	Constructor	662550	Landscaping	\$40,700.00	SLBE	City of San Diego	No	
① As appropriate, Bidder shall identify St	ubcontractor as one	of the following and s	shall include a	valid proof of certif	ication (except for C	BE, SLBE and	i ELBE):	یخ حر
Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise	orise	MBE DBE		n Business Enterprise ed Veteran Business			VBE VBE	

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

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 percentages.

NAM	E. ADDRESS AND TELEPHONE NUMBER OF VENDOR SUPPLIER	MATERIALS OR SUPPLIES	OF MATERIAL OR SUPPLIES (MUST BE FILEED OUT)	SUPPLIER. (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED
Name:		and the second s	p management of the second		The state of the s		
I .	ss:						
						•	
	Phone:						
Email:							
Addre	ss:						
1							
_	Phone:						
Email:							
1	As appropriate, Bidder shall identify Ven	dor/Supplier as one of t	he following and sh	all include a valid	l proof of certification	(except for OBE, SLBE an	d ELBE):
	Certified Minority Business Enterprise	M	BE Cert	ified Woman Busin	ness Enterprise	WE	BE
	Certified Disadvantaged Business Enterpris	-			eran Business Enterprise cal Business Enterprise	DVE ELE	· -
	Other Business Enterprise Certified Small Local Business Enterprise	-		ll Disadvantaged B		SD	
	Woman-Owned Small Business			BZone Business		HUBZo	ne ·
_	Service-Disabled Veteran Owned Small Bu		OVOSB				
2	As appropriate, Bidder shall indicate if V						
	City of San Diego Califomia Public Utilities Commission				artment of Transportatio inority Supplier Diversit		
	State of California's Department of Genera			of Los Angeles	money Supplier Diversit	L	·A
	State of California	C.	A U.S.	Small Business Ac	lministration	SB	SA

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.

DOLLAR VALUE

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TEZEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR ORDESIGNER	SUBCONTRACTOR EICENSE NUMBER	TYPE OF WORK	OF SUBCONTRACT (MUST BE FIELED OUT)	DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED 2:	CHECK IF JOINT VENTURE PARTNERSHIP
Additive	Name: Southwest Signals Address: 397 Raligh Ave. City: El Cajon State: CA Zip: 92020 Phone: 619-442-3343 Email:	Constructor	451115	Beacons	132,602.00	SLBE	City of San Diego	No
	Name: Address: City: State: Zip: Phone: Email:							
Cer Cer Otl Cer Wo	propriate, Bidder shall identify Subcontractor as one of the fortified Minority Business Enterprise rtified Disadvantaged Business Enterprise ner Business Enterprise rtified Small Local Business Enterprise oman-Owned Small Business vice-Disabled Veteran Owned Small Business	ollowing and shall inc MBE DBE OBE SLBE WoSB SDVOSB	Certified V Certified I Certified I Small Dist HUBZone	Voman Busine Disabled Vetera Emerging Loca advantaged Bus	ss Enterprise an Business Enterprise I Business Enterprise	•	WE DVE ELE SD HUBZoi	BE BE BB
•	propriate, Bidder shall indicate if Subcontractor is certified b	•						
C1t	y of San Diego	CITY	State of C	antornia Depar	tment of Transportation	on	CALTRAN	12

CPUC

CA

CADoGS

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

City of Los Angeles

U.S. Small Business Administration

San Diego Regional Minority Supplier Diversity Council

State of California

California Public Utilities Commission

State of California's Department of General Services

SRMSDC

LA

SBA

LIST OF SUBCONTRACTORS

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

NAME ADDRESSANDIMERHON NUMBER ORSUBGONIRAGIOUS	CONCRDICTOR	PACTED COMMUNICATIONS	TYPLOE.	DOLLAR VALUE SUBGONTRACT (MESURE FEELED OUT)	WoSB, HUBZone	WHERE'S CERTIFIED FE OF STATES	CHECKUF VOINIS VENEURE PARENERSHIP
Name: TL Scanlan Address: 2308 Shaylene Way City: Alpine State: CA Zip: 91901 Phone: 619-647-9062 Email: tom@tlscanlanconstruction.com	Constructor	757925	Underground	\$757,000.00	ELBE, SLBE	City of San Diego	NA
Name: Southwest Signal Address: 397 Raleigh Ave. City: El Cajon State: CA Zip:92020 Phone:619-442-3343 Bmail: dlebeau@southwestsignal.com	Constructor	451115	Electrical	\$27,155.00	SLBE	City of San Diego	NA

 As appropriate, Bidder shall id 	tify Subcontractor as one of the follow	ring and shall include a valid proof	f of certification (except for OBE, SLBE and ELBE):
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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
G I Dilli IXI . O -IGII Desi	anotzaja		

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.

Streamview Drive Improvements (Lynn/Michael Street to Gayle Street)
Form AA35 – List of Subcontractors

Volume 2 of 2 (Rev. Mar. 2015)

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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, DBE, WBE, 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.

AMP ADDRESS ADDRESS FOR SUMBERS STREET, AND STREET, AN		SUBCONTRACTOR LIGENSE VEMBERS	WORK	SUBCONTRACE	LVBE WBE DBE A LUBE SEBT SUB, W6SB HUBZONE HOR SDVOSEO	WIERES GERDINED	CHECK IT JOHN VENTURE PARINERSHIP	Contractivities and resident
Name: McGrath Consulting Address: PO Box 20205 City: El Cajon State: CA Zip: 92021 Phone: 619-446-3811 Email: mwm@mcswppp.com	Storm Water Specialists	N/A	WPCP	\$700.00	ELBE#11MH0	City of San Diego	NA	,
Name: Integrity Concrete Address: 540 Opper St. City: Escondido State: CA Zip: 92029 Phone: 760-233-0044 Email: derrick@integrity-concrete.com	Constructor	799802	Stamped Concrete	\$299,000.00	NA	NA	NA .	

①	As appropriate, Bidder shall identif	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 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
Complex Dischlad Veteron Owned Small Business	SDVOSB		

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

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

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

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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.

NAM	E ADDRESSAND TELETEN ST. NOMBER. ODSER CONTRACTOR	CONSTRUCTOR FORDISION DE	SVIIGONTRACTOR EIGENSENVORBER	TYPL OF	DOLLAR VALUE OF 12-1 SUBCONTRACT FIMUSIBE FILLED OUT)	MBE WBE DBE DVBE ORE STRESDE S	WHERE;	CHECKIE JOINT VENTURE PARINERSHIP	
Addre City:_ Zip:_9	s: SASC Bonds ss: 5360 Jackson Dr. Ste. 208 La Mesa State: CA 21942 Phone: 619-501-1899 : cyndi@sascbonds.com	Bonding Agent	NA	Bond Company	\$25,500.00	SLBE	City of San Diego	No	
Addre	:: Western Gardens ss: 4616 Pannonia Rd. Carlsbad State: CA 22008 Phone: 760-720-1459 :: greg@westerngardens.net	Constructor	662550	Landscaping	\$40,700.00	SLBE	City of San Diego	No	
As appropriate, Bidder shall identify Subcontractor as one Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business			e of the following and MBE DBE OBE SLBE WoSB SDVOSB	shall include a valid proof of certification (except for OBE Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business			Ei D,	VBE VBE LBE SDB	30 /
0	As appropriate, Bidder shall indicate if City of San Diego California Public Utilities Commission State of California's Department of Gene State of California		ertified by: CITY CPUC CADoGS CA	San Diego Regi City of Los Ang	nia Department of Tr ional Minority Suppli geles iness Administration		CALTRA SRM:		

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

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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 UTTERNATE	ANT YOURS SANDTECTED NEVER BROKE TO STREET S	CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION	SUBCONTRACTOR FIGENSE NUMBER 2-24	TIVE OF WORK	DOGLAR YALTEN OF SUBGON FRACE MUSTEBE THE ED OUT)	MHE WELL DES LE DYRE OBES FLIBE STIPE SDR W.SB. HURZON J. OR SDVOSEOS	WHERE CENTIFIEDO	CHECKIL JONIT JONIT SWINTURE PARTNERSHIP	The action of the Cartesian States
Additive	Name: Southwest Signals Address: 397 Raligh Ave. City: El Cajon State: CA Zip: 92020 Phone: 619-442-3343 Email: dlebeau@southwestsignal.com	Constructor	451115	Beacons	132,602.00	SLBE	City of San Diego	No	1
	Name: Address: City: State: Zip: Phone: Email:								7
Ce Ce Oi Ce W	ppropriete, Bidder shall identify Subcontractor as one of the fo ertified Minority Business Enterprise ertified Disadvantaged Business Enterprise ther Business Enterprise ertified Small Local Business Enterprise orman-Owned Small Business grice-Disabled Veteran Owned Small Business	llowing and shall incl MBE DBE OBE SLBE WoSB SDVOSB	Certified V Certified E Certified E Small Disa HUBZone	Voman Busines bisabled Vetera merging Local dvantaged Bus	ss Enterprise in Business Enterprise Business Enterprise	d ELBE):	WB DVB ELB SD: HUBZon	E E B	-
Ci Ci St	ppropriate, Bidder shall indicate if Subcontractor is certified by sly of San Diego alfornia Public Utilities Commission ate of California's Department of General Services ate of California	CITY CPUC CADoGS CA	San Diego City of Los	Regional Mino	tment of Transportatio ority Supplier Diversity ninistration		CALTRAN SRMSD L SB.	C A	

COST BREAKDOWN WORKSHEET FOR ALTERNATES A AND B

ALTERNATE A	
1. 5940 Streamview Dr San Diego, CA 92105	\$ 3,000.00
2. 5982 Streamview Dr San Diego, CA 92105	\$ 3,000.00
3. 6008 Streamview Dr San Diego, CA 92105	\$ 3,000.00
4. 6036 Streamview Dr San Diego, CA 92105	\$ 3,000.00
5. 6044 Streamview Dr San Diego, CA 92105	\$ 3,000.00
6. 6053 Streamview Dr San Diego, CA 92105	\$ 3,000.00
7. 6061 Streamview Dr San Diego, CA 92105	\$ 3,000.00
ESTIMATED TOTAL LUMP SUM ALTERNATE A:	\$ 21,000.00

ALTERNATE B	
1. 5940 Streamview Dr San Diego, CA 92105	\$ 3,000.00
2. 5982 Streamview Dr San Diego, CA 92105	\$ 3,000.00
3. 6008 Streamview Dr San Diego, CA 92105	\$ 3,000.00
4. 6036 Streamview Dr San Diego, CA 92105	\$ 3,000.00
5. 6044 Streamview Dr San Diego, CA 92105	\$ 3,000.00
6. 6053 Streamview Dr San Diego, CA 92105	\$ 3,000.00
7, 6061 Streamview Dr San Diego, CA 92105	\$ 3,000.00
ESTIMATED TOTAL LUMP SUM ALTERNATE B:	\$ 21,000.00



3527 Citrus Street Lemon Grove, CA 91945

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