

Mr. Hani Assi, Secretary
Tri-Group Construction and Dev., Inc.
9580 Black Mountain Road, Suite L
San Diego, CA 92126
P: (858) 689-0058 F: (858) 689-1594

City of San Diego

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

CONTRACT DOCUMENTS



FOR **ORIGINAL**

Cherokee Street Improvements

VOLUME 1 OF 2

BID NO.: _____ **K-15-1354-DBB-3**
SAP NO. (WBS/IO/CC): _____ **S-00921**
CLIENT DEPARTMENT: _____ **2116**
COUNCIL DISTRICT: _____ **3**
PROJECT TYPE: _____ **ID**

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

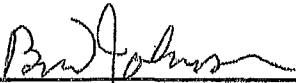
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2))
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

2:00 PM
JUNE 10, 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:



For City Engineer

5/11/2015
Date
JANIGIRO

Seal



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

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

1. SLBE participation	12.8%
2. ELBE participation	20.6%
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 A.M., on May 21, 2015.**

5.2. All potential bidders are encouraged to attend.

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

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

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

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

8.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

- 8.1.1.** 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 PlanetBids™.

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 Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

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

30.1. 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.

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING	ALL BIDDERS	SLBE Good Faith Efforts Documentation
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
19.	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 TRI-GROUP DEVELOPMENT AND CONSTRUCTION, INC., herein called "Contractor" for construction of **Cherokee Avenue Improvements**; Bid No. **K-15-1354-DBB-3**, in the amount of EIGHT HUNDRED NINETY-NINE THOUSAND NINE HUNDRED FIFTY DOLLARS AND 00/100 (\$899,950.00), which is comprised of the Base Bid.

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

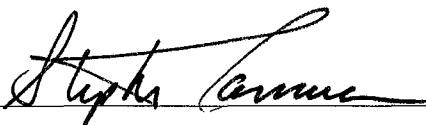
1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Cherokee Avenue Improvements** on file in the office of the Public Works Department as Document No. **S-00921** 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 **Cherokee Avenue Improvements**; Bid Number **K-15-1354-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.

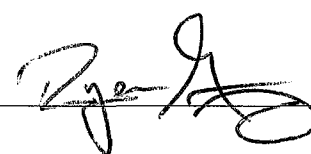
CONTRACT FORMS (continued)

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

By 

Jan I. Goldsmith, City Attorney
By 

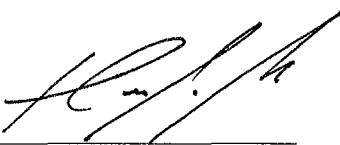
Print Name: Stephen Samara
Principal Contract Specialist

Print Name: RYAN P. GERRITY
Deputy City Attorney

Date: 8-28-15

Date: 9/3/15

CONTRACTOR

By 

Print Name: HANI ASSI

Title: SECRETARY OF CORPORATION

Date: 07-31-2015

City of San Diego License No.: B2003004679

State Contractor's License No.: 792159

**CONTRACT FORMS
ATTACHMENTS**

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

TRI-GROUP DEVELOPMENT AND CONSTRUCTION, INC., a corporation, as principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of EIGHT HUNDRED NINETY-NINE THOUSAND NINE HUNDRED FIFTY DOLLARS AND 00/100 (\$899,950.00) for the faithful performance of the annexed contract, and in the sum of EIGHT HUNDRED NINETY-NINE THOUSAND NINE HUNDRED FIFTY DOLLARS AND 00/100 (\$899,950.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Cherokee Avenue Improvements**; Bid Number **K-15-1354-DBB-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

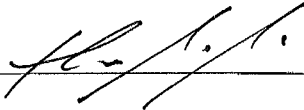
CONTRACT FORMS ATTACHMENTS (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated JULY 23, 2015


Approved as to Form

TRI-GROUP
CONSTRUCTION AND DEVELOPMENT, INC.
Principal

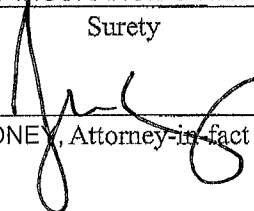
By 

HANI ASSI, SECRETARY
Printed Name of Person Signing for Principal


Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

NORTH AMERICAN
SPECIALTY INSURANCE COMPANY
Surety

By 
JOHN G. MALONE, Attorney-in-fact

Approved:

By 
Mayor or Designee

6 HUTTON CENTRE DRIVE, SUITE 850
Local Address of Surety

SANTA ANA, CA 92707
Local Address (City, State) of Surety

714/550-7799
Local Telephone No. of Surety

PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE Premium \$ 8,892.00

Bond No. 2200121

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

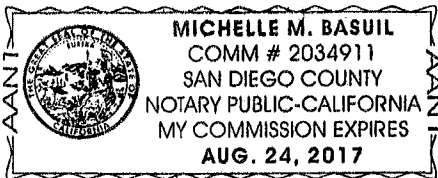
State of California)
County of SAN DIEGO)

On 7/23/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared JOHN G. MALONEY
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Michelle M. Basuil*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JOHN G. MALONEY
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLEND A J. ROONEY, and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



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



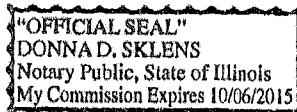
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of May, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 9th day of May, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of JULY, 2015.

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

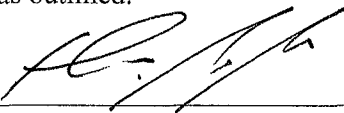
PROJECT TITLE: Cherokee Avenue Improvements

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;

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

(Name under which business is conducted)

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

Signed  _____

HANI ASSI

Printed Name _____

SECRETARY OF CORPORATION

Title _____

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Cherokee Avenue Improvements

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

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

(Name under which business is conducted)

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

Signed  _____

HANI ASSI

Printed Name _____

Title **SECRETARY OF CORPORATION** _____

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Cherokee Avenue Improvements

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

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

Dated this 31st Day of JULY, 2015.

Signed  _____

HANI ASSI

Printed Name _____

Title **SECRETARY OF CORPORATION** _____

AFFIDAVIT OF DISPOSAL

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

Cherokee Avenue Improvements
(Name of Project)

as particularly described in said contract and identified as Bid No. **K-15-1354-DBB-3**; SAP No. (WBS/IO/CC) **S-00921**, and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

by _____ Contractor

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The scope of work consist of the construction of sidewalks, curb & gutters, driveways, curb ramps, alley apron, cross gutter, sidewalk under drain, AC Pavement, speed humps, roadside signage and striping.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **36559-01-D** through **36559-09-D**, inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$901,972**.
3. **LOCATION OF WORK:** Refer to Appendix "E" – Location Map
4. **CONTRACT TIME:** **The** Contract Time for completion of the Work shall be **66 Working Days**.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate licenses at the time that the Bid is submitted. Failure to possess the specified licenses 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 at the time of Bid.
 - 5.1. The City has determined the following licensing classifications for this contract:
 - CLASS A

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The scope of work consist of the construction of sidewalks, curb & gutters, driveways, curb ramps, alley apron, cross gutter, sidewalk under drain, AC Pavement, speed humps, roadside signage and striping.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **36559-1-D** through **36559-9-D**, inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$943,183**.
3. **LOCATION OF WORK:** Refer to Appendix "D" – Location Map
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **66 Working Days**.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
 - 5.1. The City has determined the following licensing classification for this contract:
 - CLASS A

ATTACHMENT B
INTENTIONALLY LEFT BLANK

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

ATTACHMENT D
INTENTIONALLY LEFT BLANK

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

2-5.3.1 General. To the City Supplement, ADD the following

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

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

The Product Submittal Form is available for download at:

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

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.

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 re-establishment of the disturbed controlling survey monuments.

**ADD:
2-14.7**

Working Hours Restrictions. This project is subject to time restrictions for work performed due to the close proximity of Normal Heights Elementary School. The specific dates and times for these restrictions are subject to change. The Contractor shall verify the most current date and time restrictions with the City Engineer prior to start of construction. The Contractor shall assume that work may not be performed within the vicinity of a school when the work hour restrictions are in effect. Work hour restrictions apply on any day that school is in session instructional calendars for the school can be found in Appendix E. The following time restrictions apply to this project.

On Cherokee Ave / Ward Rd. - Normal Heights Elementary School;

1. Between 7:45 am and 8:10 am Monday through Friday
2. Between 2:30 pm and 3:00 pm Monday through Friday
3. Between 11:45 am and 12:15 pm on Minimum Days

SECTION 4 - CONTROL OF MATERIALS

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

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

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

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City’s Product Submittal Form available at:

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit.

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

7-4.1.1 Waiver of Subrogation.

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

7-10.5.3 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.

7-16.1.3

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

Brad Johnson, Senior Engineer, BJohnson@sandiego.gov

Alex Sleiman, Project Engineer, Asleiman@sandiego.gov

Resident Engineer, TBA, XXX@sandiego.gov

7-16.2

Community Outreach Services.

7-16.2.1

Public Notice by Contractor.

1. Post Project Identification Signs in accordance with section 7-10.6.2
2. 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. 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. 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, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.
 8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

1. 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 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

9-3.1 General. ADD the following:

The Unit Bid Price for Remove and Reinstall Signs on New Posts shall include full compensation for furnishing all labor, materials, tools, equipment, removing and reinstalling sign on new post, including installing the sign panels, and incidentals for doing all work involved in complete in place, as shown on the contract plans, as required in the specifications, and as directed by the Engineer.

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

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

ADD:

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

SECTION 203 – BITUMINOUS MATERIALS

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

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

ADD the following:

RPMS shall be used on this contract.

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. ADD the following:

4. Tree roots between the curb and the property line which are in conflict with the proposed improvements shall be removed to a depth of 4” below the level of the proposed improvements.
5. Prior to submittal of a Bid for the Work, the Contractor shall inspect the project site to verify the magnitude and cost of all Clearing and Grubbing required to complete the Work.

300-1.3.2 Requirements.

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

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

ADD the following:

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

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

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

- (f) **Excavation.** Clearing and grubbing of concrete and asphalt pavements, sidewalk, curb ramps, curb and gutter, alley apron, PCC alley, driveway, wall, bushes, trees shall include removal and disposal of such additional materials below the surface as necessary to allow construction of the new pavements, alley apron, sidewalks, curb ramps, curb and gutter and cross gutters as called for on the plans.

300-1.4 Payment. To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

- 2. Payment for existing AC and /or PCC pavement removal and disposal of up to 12” thick, within the excavation e.g., trench limits, shall be included in the Bid item for the Work item that requires pavement removal.

ADD the following:

- 7. The lump sum price for Clearing and Grubbing shall include full compensation for the sawcutting, removal, protection, and disposal of any and all PCC Pavement, AC Pavement, Road Humps, Base Material, soil, driveway, sidewalk, curb ramp, curb & gutter, cross gutter, alley apron landscaping, irrigation, adjust brick pavers and any other materials and objects that are in conflict with the installation of the work as shown on the Plans.

301-1.7 Payment. ADD the following:

The Unit Bid Price of Adjusting Utilities to Grade shall include water valves, water meters, fire hydrant, sewer manholes, pull boxes, traffic signal pull boxes, survey monuments and all other utility manholes and covers.

SECTION 302 – ROADWAY SURFACING

302-5.5 Distribution and Spreading. ADD the following:

AC Pavement shall be placed a minimum of 4 hours prior to the arrival of school busses for all locations where school busses load and unload to allow for adequate curing time for the AC pavement. Contractor is responsible to contract Sergio Nevarez, San Diego Unified School District, Transportation Department Safety and Training coordinator at 858-496-8729 or snevarez@sandi.net for coordination with school busses a minimum of one week prior to placement.

SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

307-2 **Payment.** To the City Supplement, ADD the following:

4. Unit Bid Price for Relocation of Existing Street Light shall be considered full compensation for all equipment, labor, electrical, conduit, electrical pull box, associated appurtenances and materials necessary to complete the construction, complete in place and fully operational, and no additional compensation will be made therefore:

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

ADD:

308-4.2.1

Existing Tree, Shrub and Ground Cover Protection. The work is to be performed in areas of existing planting and irrigation. The Contractor shall take precautions to minimize the disturbance to adjacent planted areas and is required to replace in kind any irrigation or planting disturbed by the work. Identify and protect from damage all individual plants and areas of planting to remain by appropriate means. The Contractor shall provide equivalent size replacement plants in the event that the death or decline of existing plants to remain is attributable to the Contractors negligence or lack of protection as determined by the Resident Engineer.

ADD:

308-4.2.2

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

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

308-6 **MAINTENANCE AND PLANT ESTABLISHMENT.**

308-6.1.3 **Root Pruning (Sidewalk Replacement).** ADD the following:

The Contractor shall be responsible for root pruning, removal and disposal of roots as follows:

- A) Tree roots shall not be pruned or cut unless their removal is unavoidable or absolutely necessary. The City Arborist shall be notified prior to any operation known or suspected to involve cutting of more than:
 1. Two roots, three (3) inches or more in diameter; and/or
 2. Four (4) roots between two (2) and three (3) inches in diameter.

The City Arborist shall be notified immediately in the event that roots in excess of that described above are cut, torn, ripped, or otherwise injured.

- B) The Contractor shall avoid pruning roots within 10 feet of the trunk of the tree when possible.

Outside of the 10 foot range, the Contractor shall consider an alternative to cutting roots greater than 2" diameter. If no alternative is available cleanly cut root back to a sound wood lateral root as approved by the City Arborist.

- C) Upon approval by the City Arborist, prior to any excavation, removal of curb, curb and gutter sidewalk, roadway pavement or other activity that will result in removal of soil and tree roots, the Contractor shall break existing improvements into manageable pieces with a jackhammer or pick and hand load the pieces onto a loader. The loader must remain on undisturbed pavement or off exposed roots. The Contractor shall not remove base rock that has been exploited by established absorbing roots. All tree roots within a designated area will be pruned to a depth of fourteen (14) inches. Pruning shall occur with a Dosko Root Pruner, or equivalent, in accessible areas, and by hand in areas inaccessible to the root pruning machine. All other root pruning shall be done by hand with approved tools.

- D) Removal of roots greater than one (1) inch diameter or parts of roots that are injured or diseased should be performed as follows:

1. Preserve the root bark ridge (similar in structure and function to a branch bark ridge). Directional root pruning is the recommendation technique and should be used during hand excavation around tree roots. Roots are similar to branches in their response to pruning practices. With directional root pruning, objectionable and severely injured roots are properly cut to a lateral root, if possible, that is growing downward or in a favorable direction.
2. All roots needing to be pruned or removed shall be cut cleanly with sharp hand tools, with oversight by the City Forester or Project Consulting Arborist. No wound dressings shall be used.
3. Recommended root pruning tools:
 - a. Scissor-type lopper.
 - b. Scissor-type pruner.
 - c. Large and small hand saws.
 - d. Wound scriber.
 - e. Trowel or small shovel.
 - f. Garden Fork.
 - g. Hand broom.

- E) The Contractor shall apply untreated wood chips over the exposed area within one hour of pruning, then wet the chips and base rock and keep moist until AC overlay surface is applied. Remove wood chips prior to construction of asphalt concrete surface.
- F) The Contract shall install root barriers as directed by the City Arborist and in compliance with root control barrier manufacturer's recommendations.

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

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

The Unit Price for Root Pruning and Barrier shall include all items of work associated with tree root pruning and root barrier installation, including clearing and grubbing and disposal complete in place shall be made therefore.

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

The Lump Sum price for Relocation Irrigation System shall include full compensation to complete the irrigation work.

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

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

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

314-4.3.7 **Payment.**

The contract lump sum price for Signing, Striping, Painted Curb and Pavement Markings shall be considered as full compensation for furnish all labor, materials, tools, equipment, incidentals, and for all work involved in placement and of removal of conflicting striping, painted lines, markings, pavement markers and signage, including but not limited to recording the limits of each type of pavement marker and all control points necessary to re-establish the striping and pavement markings to match the existing striping and pavement markings, in their original locations or as shown on the plans and no additional compensation will be made.

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

314-4.4.6 Payment.

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

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

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

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

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

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

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. FEE AND DEPOSIT SCHEDULES

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

**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



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

METER SHOP (619) 527-7449

NS REQ	FAC#
DATE	BY

Meter Information

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

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

Company Information

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

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

<input type="checkbox"/>	City Meter	<input type="checkbox"/>	Private Meter
Contract Acct #:		Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #		Meter Size: 05	Meter Make and Style: 6-7
Backflow #		Backflow Size:	Backflow Make and Style:
Name:		Signature:	Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX B

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX C
SAMPLE CITY INVOICE

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

APPENDIX D
LOCATION MAP

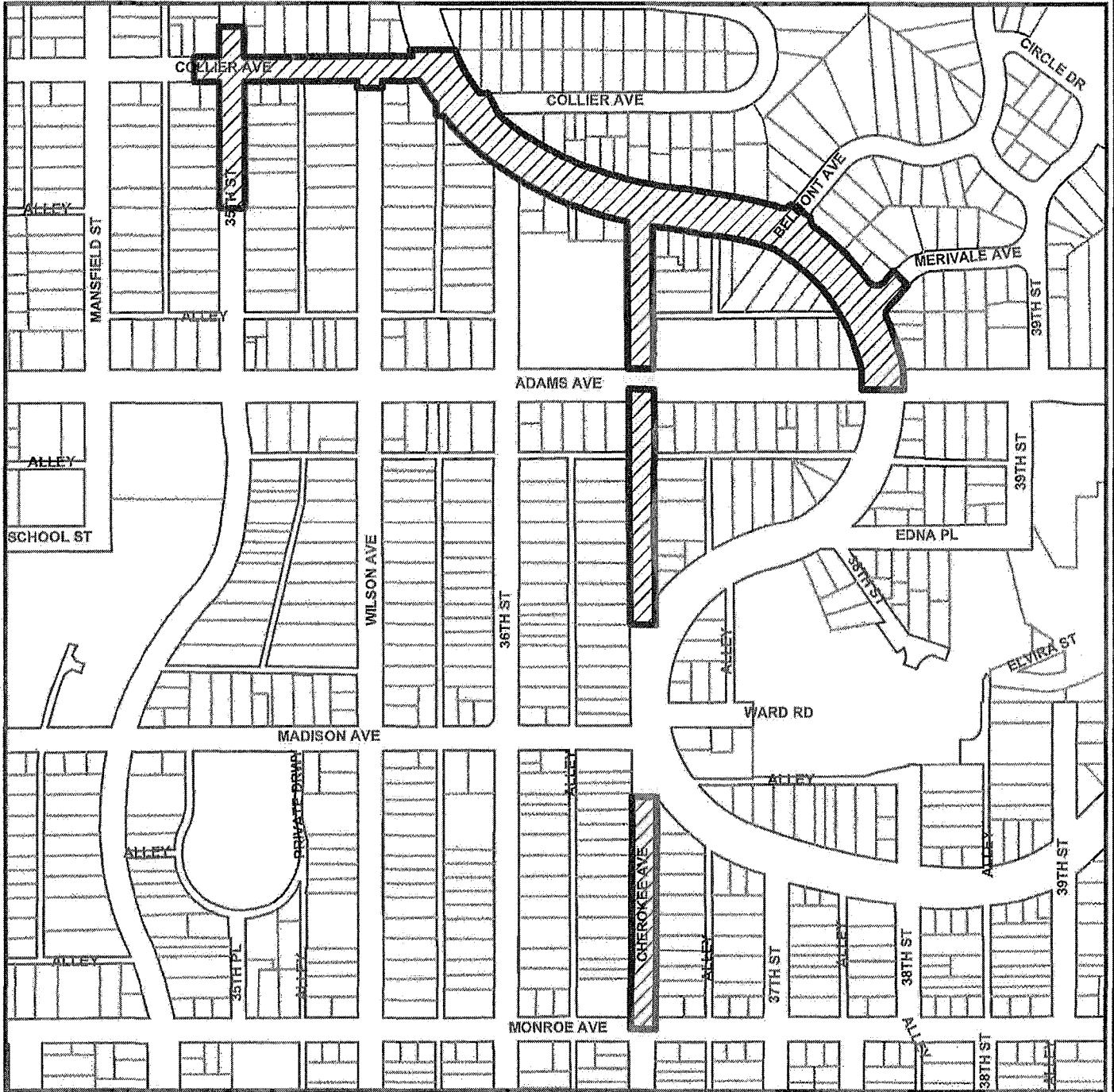
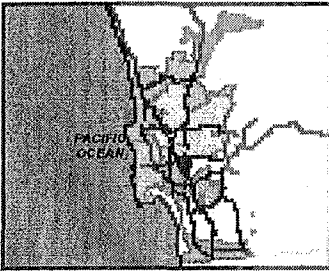
CHEROKEE IMPROVEMENTS

SENIOR ENGINEER
Brad Johnson
(619) 533-5120

PROJECT MANAGER
Alex Steiman
(619) 533-4618

PROJECT ENGINEER
Maria Cunningham
(619) 533-4667

CONSTRUCTION PROJECT
INFORMATION LINE
(619) 533-4207



Legend

 Cherokee Av Improvements



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APPENDIX E
SCHOOL INSTRUCTIONAL CALENDARS

TRANSPORTATION SERVICE BELLTIMES 2014-2015

SCHOOLS	LOC #	PROGRAM S	AM DAYS	PM DAYS	AM BUS ARRIVAL	AM BELL	PM BUS ARRIVAL	PM BELL	PM BUS DEPARTURE	SHARED SERVICE	REMARKS
MEMORIAL PREP MD (6-8)	T330	SE	ALL	MWXF T	7:55	8:00	2:50 1:13	2:55 1:18	3:05 1:28		5 minute AM window per agreement with school
MILLENNIAL TECH MD (6-8)	T341	CA, MG	ALL	MTXF W	7:20	7:40	2:23 1:05	2:28 1:10	2:38 1:20		
MILLER (K-5)	Y206	SE	ALL	MTWF X	7:35	7:50	2:05 12:10	2:10 12:15	2:20 12:20		
		EC-PF	MTWX	MTWX	7:35	7:50	10:55	11:00	11:05		
		EC-PF	MTWX	MTWX	10:55	11:00	2:05	2:10	2:20		
MIRA MESA	T349	SE,VP	ALL	ALL	7:00	7:30	2:20	2:25	2:35	WANGENHEIM (T814)	
MIRAMAR RANCH (K-5)	T210	SE,VP	ALL	MTWF X	7:25	7:45	2:00 12:15	2:05 12:10	2:15 12:25		
MISSION BAY	T350	SE, MG	MTWF X	ALL	7:15 8:45	7:30 9:00	2:09 2:09	2:14 2:14	2:24 2:24		Thursday late-in does not run every week
MONTGOMERY YRS (6-8)	Y316	SE	ALL	MTXF W	8:00	8:15	3:10 1:10	3:15 1:15	3:25 1:25		
MORSE	T352	SE	ALL	ALL	7:10	7:25	2:10	2:15	2:25		
MUIR (K-12)	T369	MG	ALL	MTXF W	8:40	8:55	3:45 2:20	3:47 2:27	3:55 2:35		DEDICATED MAGNET
MUIRLANDS (6-8)	T317	SE,PI,VP	ALL	ALL	7:10	7:30	2:05	2:10	2:20		breakfast
NEWBRIDGE SCHOOL	N655	SE	ALL	MTWX F	7:45	8:00	3:25 1:25	3:30 1:30	3:35 1:35		2014-15 starts on 8-25-14
NEW DAWN @ RILEY	T438	SE	ALL	ALL	8:50	8:55	3:30	3:35	3:45		
NORMAL HEIGHTS YRS (K-5)	Y215	SE	ALL	MTXF W	8:55	9:10	3:30 1:20	3:35 1:20	3:45 1:35		
		EC-PF	MTXF	MTXF	8:55	9:10	12:20	12:25	12:35		
		EC-PF	MTXF	MTXF	12:20	12:25	3:30	3:35	3:45		
NYE (K-5)	T218	SE	ALL	MTXF W	7:30	7:45	2:10 11:55	2:15 12:00	2:25 12:05		
OAK PARK (K-5)	T223	SE	ALL	MWXF T	8:45	9:00	3:30 12:50	3:35 12:55	3:45 1:05		
OCEAN BEACH (K-4)	T225	PI,VP	ALL	MTWF X	7:15	7:50	2:05 12:50	2:10 12:35	2:20 1:00	SILVER GATE (T862)	breakfast
O'FARRELL (K-9)	T319	SE	ALL	MTXF W		7:30		2:40 12:25			K-5th graders
			ALL	MTXF W		6:45		2:56 12:25			6th to 8th
			ALL	MTXF W		7:00		4:00 2:00			9th to 11th
			ALL	MTXF W							
PACIFIC BEACH ELEM (K-5)	T227	PI,VP	ALL	MTXF W	7:25	7:50	2:05 11:50	2:10 11:55	2:20 12:05		breakfast
PACIFIC BEACH MD (6-8)	T320	SE,VP	ALL	MTXF W	7:05	7:25	2:14 12:39	2:19 12:44	2:29 12:54		breakfast

Cherokee Street Improvements
 Appendix E- School Instructional Calendars
 Volume 1 of 2 (Rev. Dec. 2014)

ATTACHMENT F
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City of San Diego

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

ADDENDUM "A"

FOR

Cherokee Street Improvements



BID NO.: K-15-1354-DBB-3
SAP NO. (WBS/IO/CC): S-00921
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 3
PROJECT TYPE: ID

BID DUE DATE:

2:00PM

JUNE 10, 2015

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

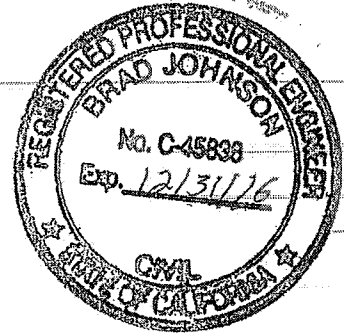
ENGINEER OF WORK

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

Brad Johnson
For City Engineer

5/28/15
Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. PLANS

1. To DRAWINGS numbered 36559-1-D through 36559-9-D, **DELETE** in their entirety and **REPLACE** with pages 4 through 12 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *May 28, 2015*
San Diego, California

JN/RB/lj

UNDERGROUND UTILITIES

PURSUANT TO SECTION 4216 OF THE CALIFORNIA GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (R.N.C.) UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER. UNDERGROUND SERVICE ALERT (U.S.A.) 1-800-422-4133

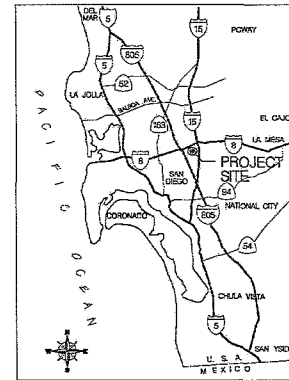
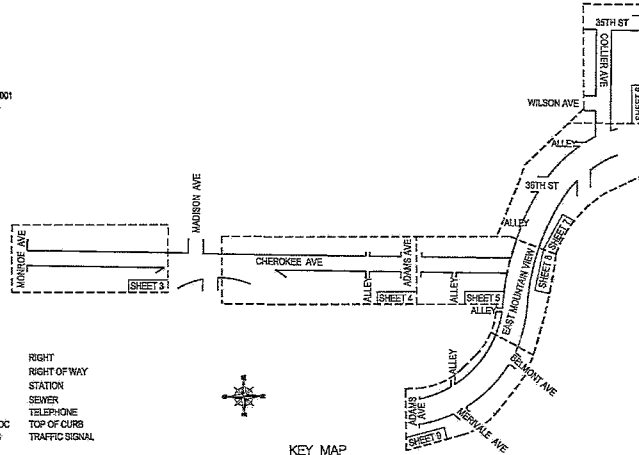
CONTRACTOR'S RESPONSIBILITIES

1. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, FLOW OF PEDESTRIAN AND VEHICULAR TRAFFIC, AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BELIEVED TO NORMAL WORKING HOURS.

STORM WATER PROTECTION

THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. 18-2007-0001 AND WPCP IN COMPLIANCE WITH CONSTRUCTION GENERAL PERMIT 18-2015-0014-DWQ.

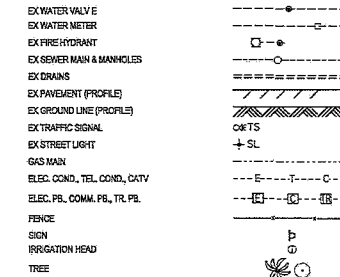
CHEROKEE STREET IMPROVEMENTS



ABBREVIATIONS

AC	ASPHALT CONCRETE	EX	EXISTING	RT	RIGHT
C	CENTER LINE	FG	FINISH GRADE	RAW	RIGHT OF WAY
COMM	COMMUNICATION	LT	LEFT	STA	STATION
COND.	CONDUIT	MAX	MAXIMUM	SEWER	SEWER
C&G	CURB & GUTTER	MIN	MINIMUM	TEL	TELEPHONE
ELEC	ELECTRIC	PROP	PROPOSED	TC, TOC	TOP OF CURB
ELEV	ELEVATION	PRB	PULLBOX	TR, TS	TRAFFIC SIGNAL

EXISTING STRUCTURES



SHEET INDEX

SHEET NO.	DISCIPLINE CODE	CONTENTS
1	G-1	COVER SHEET
2	C-1	DETAILS
3	C-2	CHEROKEE AVENUE - MONROE AVE TO MADISON AVE
4	C-3	CHEROKEE AVENUE - NORTH OF EAST MOUNTAIN VIEW DR TO ADAMS AVE
5	C-4	CHEROKEE AVENUE - ADAMS AVE TO EAST MOUNTAIN VIEW DR
6	C-5	COLLIER AVENUE - EAST MOUNTAIN VIEW TO 35TH ST
7	C-6	EAST MOUNTAIN VIEW DRIVE - NORTH OF CHEROKEE AVE TO COLLIER AVE
8	C-7	EAST MOUNTAIN VIEW DRIVE - WEST OF MERIVALE AVE TO NORTH OF CHEROKEE AVE
9	C-8	EAST MOUNTAIN VIEW DRIVE - ADAMS AVE TO WEST OF MERIVALE AVE

DISCIPLINE CODE

G GENERAL
C CIVIL

STREET NAME	CLASSIFICATION	SPEED (MPH)	AHT (VEHICLES)	RAW (FT)
CHEROKEE AVENUE	RESIDENTIAL	25 MPH	N70	60'
EAST MOUNTAIN VIEW DRIVE	LOCAL COLLECTOR	25 MPH	S80	100'

REFERENCE:

MAP NO. & DRAWING NO. 20160, 15988-B, 33125-D

FIELD DATA

BENCHMARK: SWMP 35TH STREET & MOUNTAIN VIEW DRIVE
ELEV. = 401.869 MSL. Based on NGVD 29 FEET
FIELD NOTES:
BASIS OF BEARINGS / COORDINATES:
GPS X TO GPS X'S 75°51'46"E, HD 465.47 FT
CGS 85 EPOCH 01.263
DATUM: MEAN SEA LEVEL
REFERENCES:
MAP 985, 1009, 1017, 1157, 1224, 1235

WORK TO BE DONE

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

LEGEND

IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
SIDEWALK	SDG-155, SDG-156, SDG-103, G-10	
CURB AND GUTTER	SDG-151, SDG-156, G-10	
CURB	SDG-154, SDG-156, G-10	
2" COLD MILL AND AC OVERLAY	SDG-106	
CURB RAMP - TYPE A	SDG-130, SDG-132, SDG-156	
CURB RAMP - TYPE C2	SDG-130, SDG-135, SDG-156	
CURB RAMP - TYPE D	SDG-130, SDG-136, SDG-156	
CURB RAMP - CASE A	SDG-130, SDG-156	
DETECTABLE WARNING TILE (REPLACEABLE)	SDG-130	
CONCRETE DRIVEWAY	SDG-155, SDG-161, SDG-164, G-10, G-15	
CROSS-GUTTER	SDG-155, SDG-157, G-10	
ALLEY APRON	SDG-120, SDG-130, G-21	
HISTORICAL STAMP	SDG-115	
SPEED HUMP	CA MUTCD 3B.26, CA MUTCD FIGURE 3B-29	
STREET LIGHT	SDG-101	
WATER METER	SDW-106, SDW-137	
BRICK PAVERS		
SAWCUT		
STOP LEGEND	CA MUTCD SEC. 3B.16	

TRAFFIC CONTROL NOTES

THE CONTRACTOR SHALL PER SECTION 7-10.2.2.4 OF THE 2012 WHITEBOOK, PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER. THE WORKING DRAWINGS WILL BE SENT TO THE ENGINEERING TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE SHOP DRAWINGS, UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE TCP PERMIT.

THIS CONTRACT IS SUBJECT TO WORKING HOURS RESTRICTIONS DUE TO PROXIMITY OF SCHOOLS. SEE SECTION 2-14.7 OF THE SPECIAL PROVISIONS FOR DETAILS.

WATER POLLUTION CONTROL NOTES

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

G-1

PLANS FOR THE CONSTRUCTION OF
CHEROKEE STREET IMPROVEMENTS

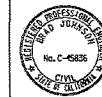
COVER SHEET

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 1 OF 9 SHEETS	ISS: S-00921
DESIGNED BY: BRAD JOHNSON DATE: 05/27/15 SCALE: 48/36	PROJECT MANAGER: ALEX SLEIMAN
DESIGNED BY: BRAD JOHNSON DATE: 05/27/15 SCALE: 48/36	PROJECT MANAGER: MARGA DUNNINGHAM
DESCRIPTION: ST. APPROVED: DATE: FILED:	PROJECT NUMBER: 214-1731
ORIGINAL: MCMAP	CADD NUMBER: 1854-6291
CONTRACTOR: DATE START TO: DATE COMPLETED:	CADD NUMBER: 36559-1-D

CONSTRUCTION CHANGE / ADDENDUM		WARNING
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS

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

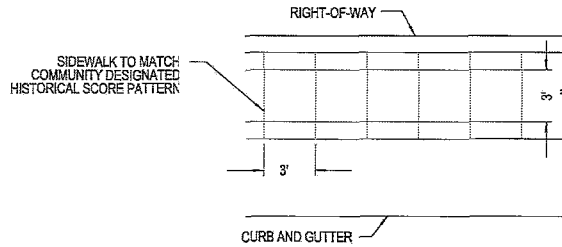
CITY OF SAN DIEGO
PUBLIC WORKS PROJECT



CHEROKEE STREET IMPROVEMENTS

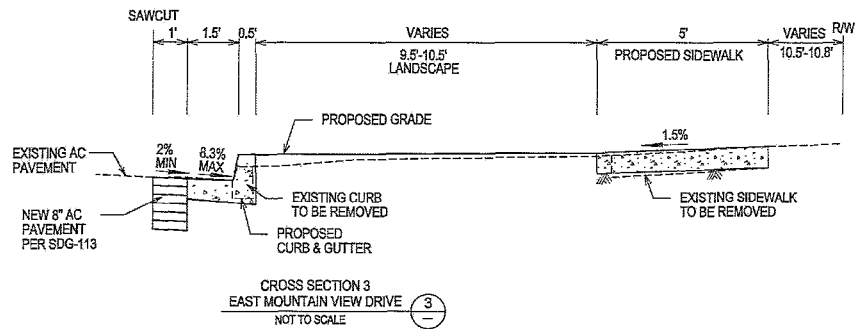
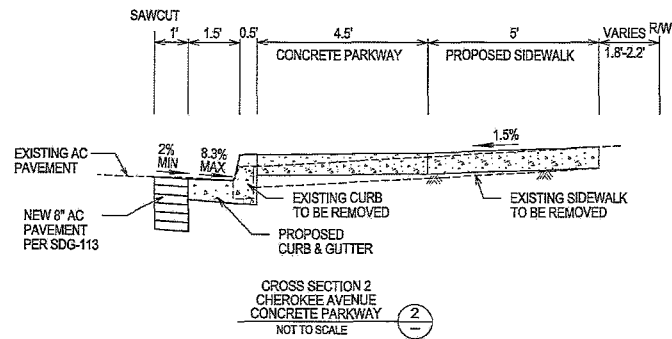
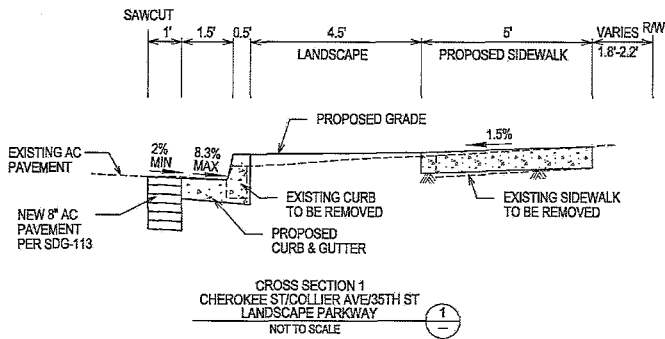
GENERAL CURB RAMP NOTES

1. REFER TO THE CITY'S APPROVED MATERIALS LIST FOR DETECTABLE WARNING TILES PRODUCTS.
2. PROTECT AND KEEP ALL HISTORIC STAMPS WITHIN SIDEWALKS.
3. COUNTER SLOPES (CURB RAMP SLOPE PLUS STREET SLOPE) WHEN ADDED CANNOT EXCEED 13%. WITH THE EXCEPTION OF A TYPE C2 AND C1, ADJUST THE SLOPE OF THE MAIN RAMP AND/OR STREET IF THE COUNTER SLOPE EXCEEDS 9%.



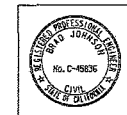
NOTE: EXPANSION JOINTS AND WEAKENED PLANE JOINTS PER STANDARD PLANS SDG-109 AND G-10.

SIDEWALK DETAIL
NOT TO SCALE

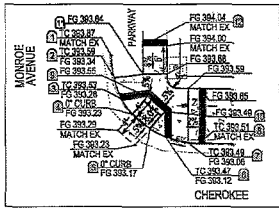


C-1

CHEROKEE STREET IMPROVEMENTS		DETAILS	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 2 OF 5 SHEETS		WSS S-0092	
FOR CITY ENGINEER BRAD JOHNSON	DATE 05/27/15	PROJECT MANAGER ALEX SLEIMAN	
PRINT SCALE 1"=10'	DATE 05-26-15	PROJECT MANAGER MARIA CLUNNINGHAM	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	MCAP		
CONTRACTOR	DATE STARTED	DATE COMPLETED	36559-2-D



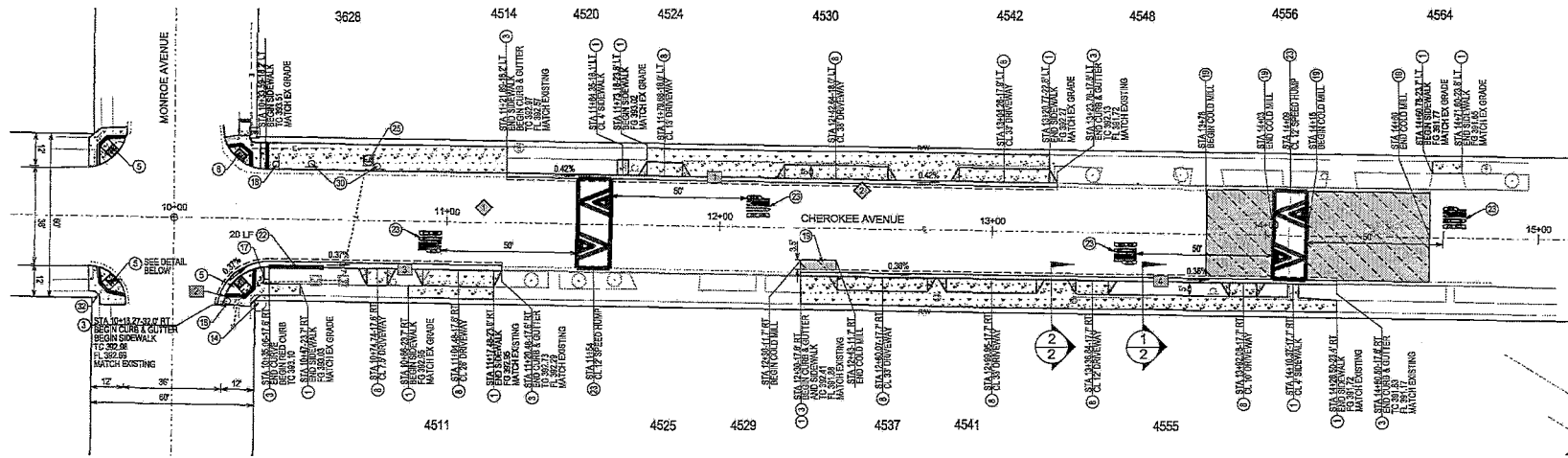
CHEROKEE STREET IMPROVEMENTS



**CURB RAMP
MONROE AT CHEROKEE - NORTHWEST**
SCALE: 1"=10'

CORING SAMPLES

SAMPLE #	LOCATION	PAVEMENT THICKNESS
①	4508 CHEROKEE AVENUE 14' WEST OF CURB	7" AC (2 AC LAYERS)
②	4530 CHEROKEE AVENUE 11' EAST OF CURB	5.5" AC (3 AC LAYERS)

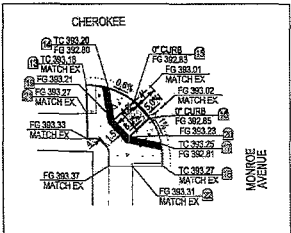


COORDINATE DATA TABLE			
NO.	NORTHING	EASTING	DESCRIPTION
11	1857061.33	829594.83	MEET EXISTING TOP OF CURB
12	1857062.82	829594.79	CURB RAMP TRANSITION
13	1857062.34	829597.291	CURB RAMP WING
14	1857064.08	829597.508	BOTTOM OF CURB RAMP
15	1857067.13	829597.72	BOTTOM OF CURB RAMP
16	1857069.77	8295979.26	CURB RAMP WING
17	1857073.77	8295980.15	CURB RAMP TRANSITION
18	1857075.77	8295980.29	MEET EXISTING TOP OF CURB
19	1857069.77	829597.169	TOP OF CURB RAMP
20	1857068.78	829597.483	TOP OF CURB RAMP
21	1857065.85	829596.87	CURB RAMP TRANSITION
22	1857065.93	829600.37	MEET EXISTING
23	1857010.21	8296015.71	MEET EXISTING TOP OF CURB
24	1857014.14	8296016.33	CURB RAMP WING
25	1857018.55	8296018.58	BOTTOM OF CURB RAMP
26	1857021.22	8296021.28	BOTTOM OF CURB RAMP
27	1857023.57	8296028.11	CURB RAMP WING
28	1857023.53	8296030.10	MEET EXISTING TOP OF CURB
29	1857014.98	8296021.28	TOP OF CURB RAMP
30	1857017.85	8296024.89	TOP OF CURB RAMP
31	1857010.28	8296020.77	MEET EXISTING
32	1857018.27	8296030.10	MEET EXISTING

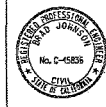
PROPOSED CURB DATA TABLE				
NO.	Δ/BEARING	RADIUS	LENGTH	REMARKS
1	N 01°08'22" E	-	102.87	TYPE G C&G (1"-4")
2	S 1°00'27"	17	24.67	TYPE G C&G (7"-6")
3	S 0°59'54" W	-	18.42	TYPE G C&G (1"-4")
4	N 00°59'21" E	-	230.32	TYPE G C&G (1"-4")

CONSTRUCTION NOTES

- ① INSTALL CONCRETE SIDEWALK PER SDG-155, SDG-156 AND DETAIL ON SHEET 2
- ② INSTALL 6" TYPE G CURB AND GUTTER PER SDG-151
- ③ INSTALL TYPE A CURB RAMP PER SDG-132
- ④ INSTALL TYPE C2 CURB RAMP PER SDG-138 AND DETAIL ON THIS SHEET.
- ⑤ INSTALL CONCRETE DRIVEWAY PER SDG-160
- ⑥ PROTECT EXISTING PALM TREE
- ⑦ REMOVE AND RELOCATE EXISTING IRRIGATION AS NECESSARY TO INSTALL IMPROVEMENTS. IRRIGATION SYSTEM SHALL BE RESTORED, TESTED, AND APPROVED BY THE RESIDENT ENGINEER TO ENSURE PLANTS HAVE ADEQUATE IRRIGATION COVERAGE.
- ⑧ REMOVE AND RELOCATE EXISTING SIGN. ENSURE 4' MINIMUM PATH CLEARANCE AND 7' MINIMUM SIGN HEIGHT CLEARANCE.
- ⑨ 2" OLD MILL AND AC PAVEMENT PER SDG-106
- ⑩ PAINT CURB RED FOR LENGTH AS NOTED.
- ⑪ REMOVE AND REPLACE SPEED HUMP (12" X 30") PER CALMUTCD 38.25, SAN DIEGO STREET DESIGN MANUAL, AND PER 94-22 (SECTION 74). RE-INSTALL SIGN LEGEND USING WHITE THERMOPLASTIC PASTE.
- ⑫ PROTECT EXISTING SIGN IN PLACE. EXPOSE 4' MINIMUM PATH CLEARANCE AND 7' MINIMUM SIGN HEIGHT CLEARANCE.
- ⑬ PROTECT EXISTING FENCE



**CURB RAMP
MONROE AT CHEROKEE - SOUTHEAST**
SCALE: 1"=10'



CHEROKEE STREET IMPROVEMENTS
CHEROKEE AVENUE
MONROE AVE TO MADISON AVE

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 3 OF 9 SHEETS

FOR CITY ENGINEER: BRAD JOHNSON
DATE: 4/26/15
PRINT SCALE: AS SHOWN

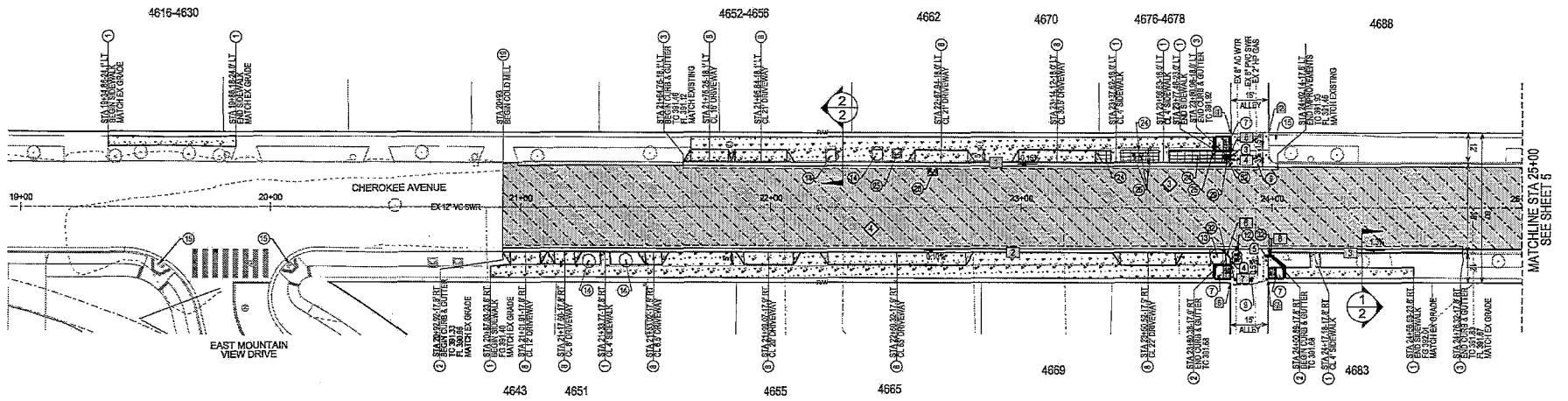
DATE: 05/27/15
SHEET: 45835
JOB NO: 36559

PROJECT MANAGER: ALEX SLEIMAN
PROJECT ENGINEER: MARLA CUNNINGHAM
CHECKED: ZIA HIZEN
DATE: 05/27/15
JOB NO: 1854-6291
JOB NO: 36559-3-D

DESCRIPTION: _____ BY: _____ APPROVED: _____ DATE: _____ FILMED: _____
 ORIGINAL: _____ MCMAP: _____

CONTRACTOR: _____ DATE STARTED: _____ DATE COMPLETED: _____

CHEROKEE STREET IMPROVEMENTS



CORING SAMPLES

SAMPLE #	LOCATION	PAVEMENT THICKNESS
1	4676 CHEROKEE AVENUE 12 WEST OF CURB	11" AC (4 AC LAYERS)
2	4683 CHEROKEE AVENUE 10 WEST OF CURB	8" AC (4 AC LAYERS)

PROPOSED CURB DATA TABLE

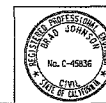
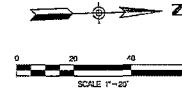
NO.	Δ BEARING	RADIUS	LENGTH	REMARKS
1	N 0° 54' 00" E	-	216.24'	TYPE G CRG (1'-4")
2	S 0° 56' 12" W	-	207.47'	TYPE G CRG (1'-4")
3	N 0° 57' 10" E	-	76.42'	TYPE G CRG (1'-4")
4	S 0° 00' 40" W	2.50'	3.37'	6" CURB
5	N 89° 05' 39" W	-	2.50'	6" CURB
6	S 89° 58' 40" W	3.00'	4.71'	4" CURB
7	S 89° 57' 59" W	-	2.50'	4" CURB
8	S 89° 4' 30" W	2.50'	2.80'	4" CURB

COORDINATE DATA TABLE

NO.	NORTHINGS	EASTINGS	ELEVATION	DESCRIPTION
1	1839425.88	6205960.67	FG 391.75	ALLEY APRON LIMIT - MATCH EX.
2	1839440.33	6205999.38	FG 391.81	ALLEY APRON LIMIT - MATCH EX.
3	1839425.51	6205895.73	TC 392.02	TOP OF 6" CURB
4	1839424.75	6206241.18	TC 391.80	TOP OF 6" CURB
5	1839436.78	6206040.77	TC 391.71	TOP OF 6" CURB
6	1839424.50	6206050.32	FG 391.30	ALLEY APRON LIMIT - MATCH EX.
7	1839439.32	6206045.52	FG 391.47	ALLEY APRON LIMIT - MATCH EX.

CONSTRUCTION NOTES

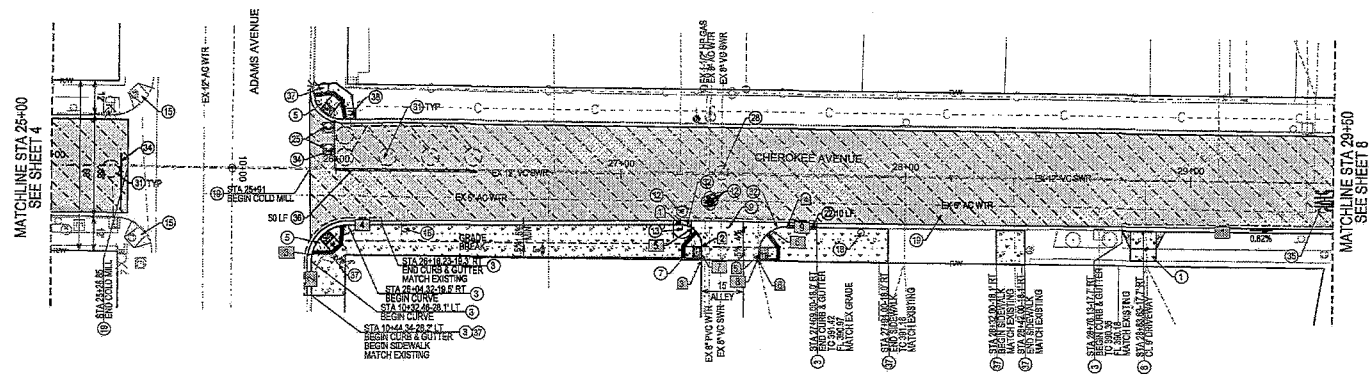
1. INSTALL CONCRETE SIDEWALK PER SDG-155, SDG-156 AND DETAIL ON SHEET 2
2. INSTALL 4" TYPE G CURB AND GUTTER PER SDG-151
3. INSTALL 6" TYPE G CURB AND GUTTER PER SDG-151
4. INSTALL TYPE D CURB RAMP PER SDG-138
5. INSTALL CONCRETE DRIVEWAY PER SDG-160
6. INSTALL ALLEY APRON PER SDG-120
7. PROTECT EXISTING GATE VALVE AND ADJUST TO PROPOSE GRADE
8. PROTECT EXISTING FIRE HYDRANT AND ADJUST TO PROPOSE GRADE
9. PROTECT EXISTING TREE
10. EXISTING CURB RAMP TO REMAIN
11. 2" GOLD MALL AND AC PAVEMENT PER SDG-105
12. ADJUST BRICK PAVERS TO PROPOSE GRADE
13. PROTECT EXISTING AT&T MANHOLE AND AT&T TO ADJUST TO PROPOSE GRADE. CONTACT BUREAU OF UTILITIES AT 781-8715 (SDG-202)
14. PROTECT EXISTING UTILITY POLE IN PLACE.
15. INSTALL CURB PER SDG-150



C-3

CHEROKEE STREET IMPROVEMENTS
CHEROKEE AVENUE
NORTH OF EAST MOUNTAIN VIEW DR TO ADAMS AVE

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 4 OF 5 SHEETS		WRS S-00321
DESIGNED BY: BRAD JOHNSON	DATE: 05/27/15	PROJECT MANAGER: ALEX S. ELMAN
DRAWN BY: [blank]	DATE: 05/30/15	PROJECT MANAGER: MARY CLUNNINGHAM
DESCRIPTION: [blank]	BY: [blank]	DATE: [blank]
DATE STARTED: [blank]	DATE COMPLETED: [blank]	PROJECT NUMBER: 38559-4-D



CONSTRUCTION NOTES

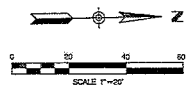
- 1 INSTALL CONCRETE SIDEWALK PER SDG-155, SDG-156 AND DETAIL ON SHEET 2
- 2 INSTALL 4" TYPE G CURB AND GUTTER PER SDG-151
- 3 INSTALL 6" TYPE G CURB AND GUTTER PER SDG-151
- 5 INSTALL TYPE A CURB RAMP PER SDG-132
- 7 INSTALL TYPE D CURB RAMP PER SDG-138
- 8 INSTALL CONCRETE DRIVEWAY PER SDG-150
- 9 INSTALL ALLEY APRON PER SDG-120
- 10 PROTECT EXISTING GATE VALVE AND ADJUST TO PROPOSED GRADE
- 11 PROTECT EXISTING FIRE HYDRANT AND ADJUST TO PROPOSED GRADE
- 12 EXISTING CURB RAMP TO REMAIN
- 13 REMOVE AND RELOCATE EXISTING SIGN, ENSURE 4' MINIMUM PATH CLEARANCE AND 7' MINIMUM SIGN HEIGHT CLEARANCE.
- 15 2" COLD MILL AND AC PAVEMENT PER SDG-106
- 16 PAINT CURB RED FOR LENGTH AS NOTED.
- 17 PROTECT EXISTING AT&T MANHOLE AND AT&T TO ADJUST TO PROPOSED GRADE. CONTACT BREAKMAN LEE AT AT&T AT (619) 225-4322.
- 18 PROTECT EXISTING SEWER MANHOLE AND ADJUST TO PROPOSED GRADE
- 19 REPLACE ANY DAMAGED TRAFFIC LOOPS AND WIRING
- 20 INSTALL 6" CURB PER SDG-150
- 21 INSTALL 12" THERMOPLASTIC SOLID WHITE STOP BAR
- 22 INSTALL STOP LEGEND PER CA MUTCD SEC 3B.15
- 23 INSTALL TWO DIRECTION NO PASSING PATTERN WITH PAVEMENT MARKERS PER CA MUTCD DETAIL 22A
- 24 PERFORM ROOT PRUNING AND INSTALL ROOT BARRIER IF NECESSARY FOR SIDEWALK REPLACEMENT.
- 25 PROTECT EXISTING TRAFFIC SIGNAL
- 26 PROTECT EXISTING TRAFFIC SIGNAL, PULLBOX, ADJUST TO GRADE.

PROPOSED CURB DATA TABLE

NO.	Δ BEARING	RADIUS	LENGTH	REMARKS
1	S 07°51'48" W	--	73.87	TYPE G C&G (1'-6")
2	S 25°31'57" E	--	11.35	TYPE G C&G (6")
3	69°28'15"	13.00'	20.22'	TYPE G C&G (0'-6")
4	S 07°51'48" W	--	73.87	TYPE G C&G (6")
5	80°57'46"	7.50'	11.89'	CURB (0'-6")
6	S 0°10'23"	10.00'	15.74'	CURB (0'-6")
7	N 28°02'11" W	--	4.91'	CURB (0'-6")
8	N 28°04'47" W	--	1.91'	CURB (0'-6")
9	N 01°15'46" E	--	10.00'	TYPE G C&G (6")

COORDINATE DATA TABLE

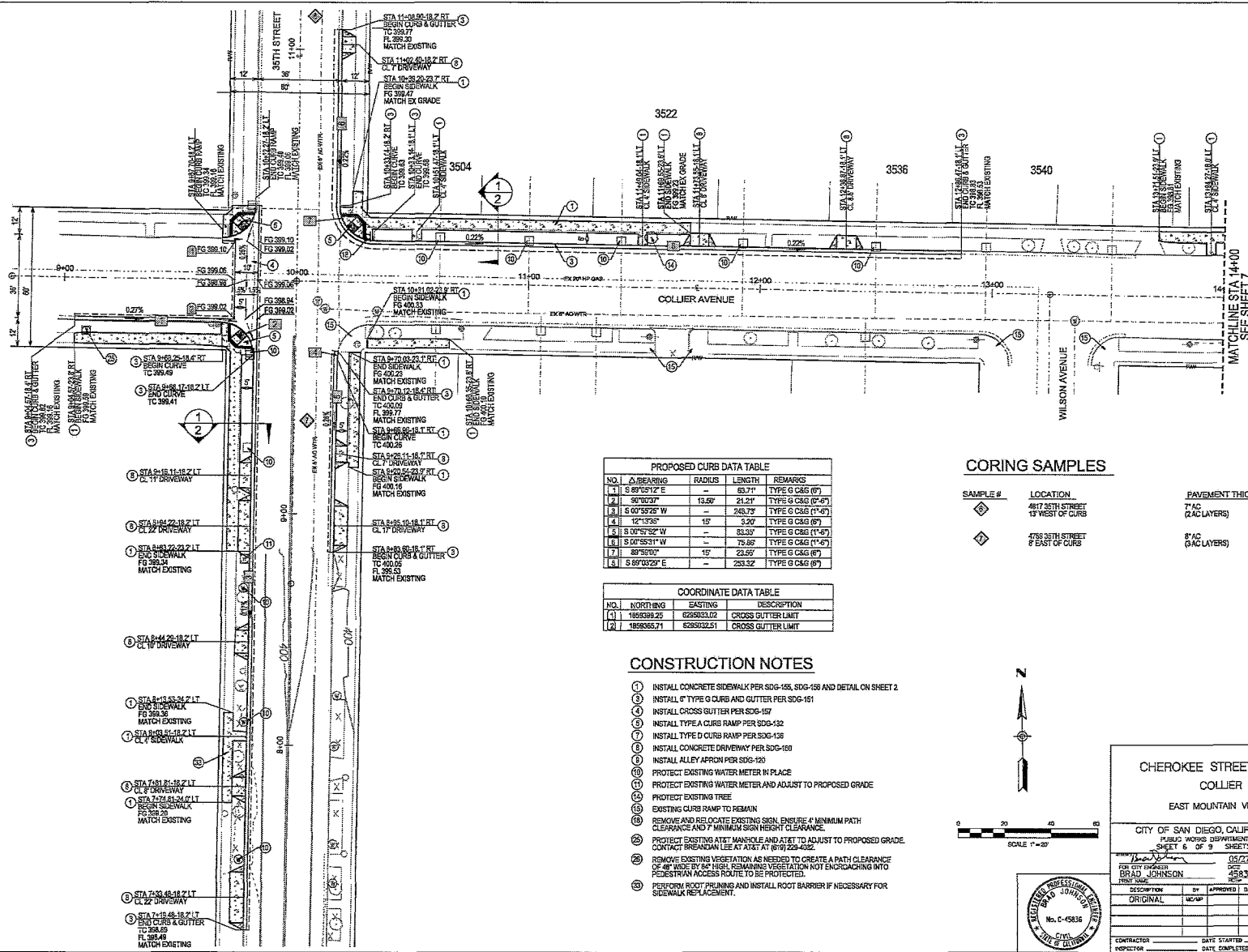
NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1852762.35	6286043.06	TC 381.55	BEGIN CURVE - MATCH EX
2	1852769.85	6286050.87	FG 382.02	END CURVE
3	1852769.71	6286055.51	FG 382.03	ALLEY APRON LIMIT - MATCH EX
4	1852800.08	6286043.86	TC 381.50	BEGIN CURVE
5	1852769.89	6286053.70	FG 381.53	END CURVE
6	1852769.96	6286055.61	FG 381.61	ALLEY APRON LIMIT - MATCH EX



C-4

CHEROKEE STREET IMPROVEMENTS
CHEROKEE AVENUE
ADAMS AVE TO EAST MOUNTAIN VIEW DR

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 5 OF 9 SHEETS		WBS S-00921
DATE: 05/27/15 FOR CITY ENGINEER: BRAD JOHNSON DRAWN BY: MARGA CLUNNICHAM		PROJECT NUMBER: 214-1731
DESCRIPTION	BY	APPROVED DATE FILMED
ORIGINAL	MS&P	
CONTRACTOR	DATE STARTED	36559-S-D
INSPECTOR	DATE COMPLETED	



PROPOSED CURB DATA TABLE

NO.	Δ BEARING	RADIUS	LENGTH	REMARKS
1	S 89°05'12" E	--	83.71	TYPE G C&G (6")
2	S 0°00'37" W	13.50	21.21	TYPE G C&G (7'-6")
3	S 0°07'55" W	--	243.75	TYPE G C&G (1'-6")
4	S 12°13'55" W	15	2.92	TYPE G C&G (6")
5	S 0°07'52" W	--	83.33	TYPE G C&G (1'-6")
6	S 0°05'31" W	--	79.85	TYPE G C&G (1'-6")
7	S 89°35'00" E	15	22.55	TYPE G C&G (1'-6")
8	S 89°02'23" E	--	283.32	TYPE G C&G (6")

COORDINATE DATA TABLE

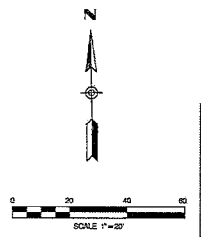
NO.	NORTHING	EASTING	DESCRIPTION
1	1859395.25	6255024.02	CROSS GUTTER LIMIT
2	1859465.71	6255025.51	CROSS GUTTER LIMIT

CORING SAMPLES

SAMPLE #	LOCATION	PAVEMENT THICKNESS
1	4817 35TH STREET 13' WEST OF CURB	7" AC (2 AC LAYERS)
2	4768 35TH STREET 8' EAST OF CURB	8" AC (2 AC LAYERS)

CONSTRUCTION NOTES

- 1 INSTALL CONCRETE SIDEWALK PER SDG-155, SDG-156 AND DETAIL ON SHEET 2
- 2 INSTALL 6" TYPE G CURB AND GUTTER PER SDG-151
- 3 INSTALL CROSS GUTTER PER SDG-157
- 4 INSTALL TYPE A CURB RAMP PER SDG-152
- 5 INSTALL TYPE D CURB RAMP PER SDG-153
- 6 INSTALL CONCRETE DRIVEWAY PER SDG-159
- 7 INSTALL ALLEY APRON PER SDG-120
- 8 PROTECT EXISTING WATER METER IN PLACE
- 9 PROTECT EXISTING WATER METER AND ADJUST TO PROPOSED GRADE
- 10 PROTECT EXISTING TREE
- 11 EXISTING CURB RAMP TO REMAIN
- 12 REMOVE AND RELOCATE EXISTING SIGN, ENSURE 4' MINIMUM PATH CLEARANCE AND 7' MINIMUM SIGN HEIGHT CLEARANCE.
- 13 PROTECT EXISTING AT&T MANHOLE AND AT&T TO ADJUST TO PROPOSED GRADE. CONTACT BROADBAND LEE AT FIRST AT (619) 224-4522.
- 14 REMOVE EXISTING VEGETATION AS NEEDED TO CREATE A PATH CLEARANCE OF 8' WIDE BY 8' HIGH. REMAINING VEGETATION NOT ENCRoACHING INTO PEDESTRIAN ACCESS ROUTE TO BE PROTECTED.
- 15 PERFORM ROOT PRUNING AND INSTALL ROOT BARRIER IF NECESSARY FOR SIDEWALK REPLACEMENT.



C-5

CHEROKEE STREET IMPROVEMENTS
COLLIER AVENUE
EAST MOUNTAIN VIEW TO 35TH ST

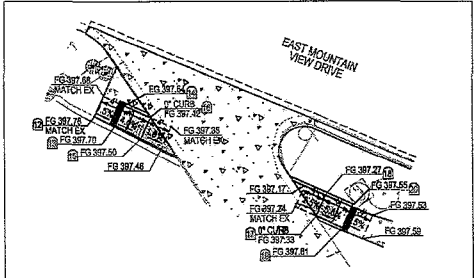
CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 6 OF 9 SHEETS

DATE: 05/27/15
DRAWN BY: BRAD JOHNSON
CHECKED BY: MIRA CLANNAM

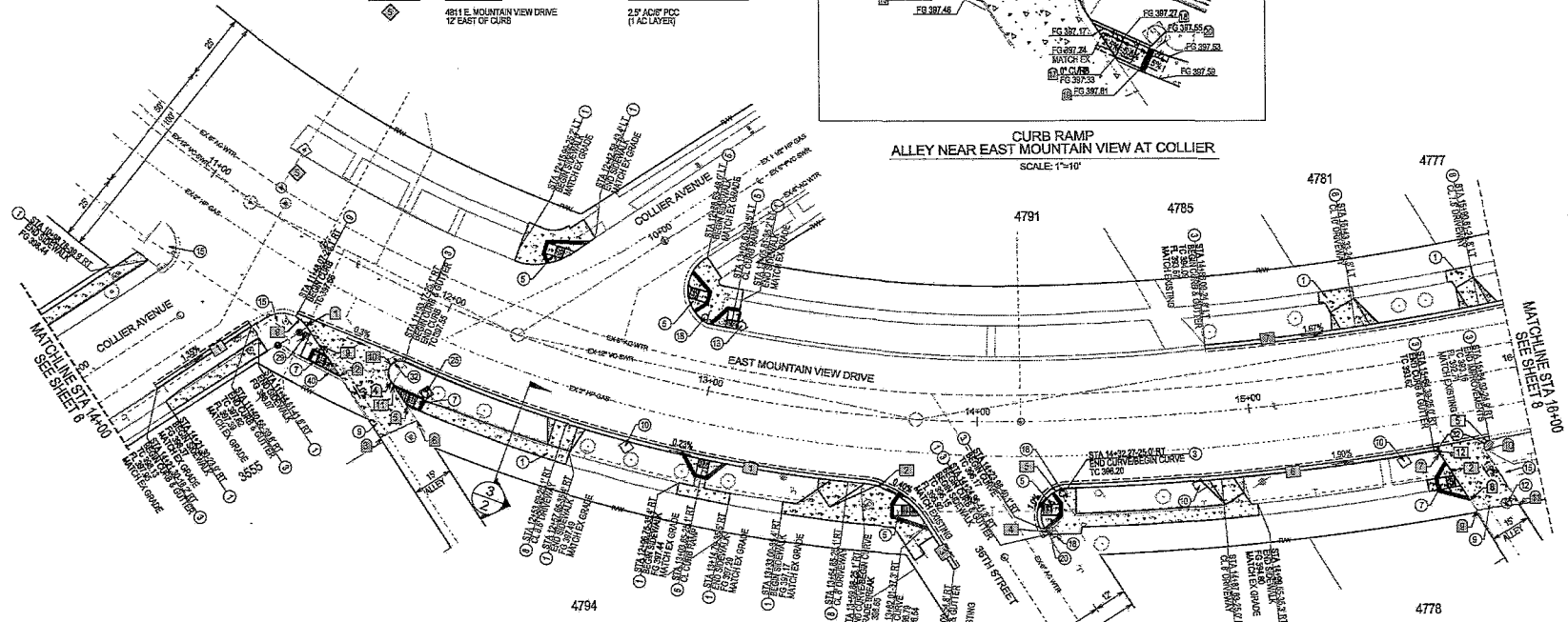
PROJECT NUMBER: 36559-6-D
CONTRACTOR: DATE STARTED: DATE COMPLETED:

CORING SAMPLES

SAMPLE #	LOCATION	PAVEMENT THICKNESS
①	4811 E. MOUNTAIN VIEW DRIVE 17' EAST OF CURB	2.9" AC" PCC (1 AC LAYER)



**CURB RAMP
ALLEY NEAR EAST MOUNTAIN VIEW AT COLLIER**
SCALE: 1"=10'

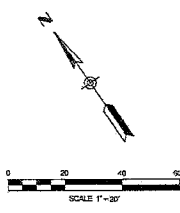


COORDINATE DATA TABLE				
NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
(1)	1859045.89	628526.09	TC 387.53	END CURVE - MATCH EX
(2)	1859023.64	628526.97	TC 387.76	END CURVE - MATCH EX
(3)	1859034.52	628526.24	FG 381.10	ALLEY APRON LIMIT - MATCH EX
(4)	1859011.43	628526.87	TC 387.60	END CURVE
(5)	1859000.81	628525.80	TC 387.45	END CURVE - MATCH EX
(6)	1859034.24	628525.55	FG 387.78	ALLEY APRON LIMIT - MATCH EX
(7)	1859076.78	628590.38	TC 383.82	END CURVE
(8)	1859055.12	628590.12	TC 384.02	END CURVE - MATCH EX
(9)	1859052.89	628590.07	FG 383.57	ALLEY APRON LIMIT - MATCH EX
(10)	1859097.12	628587.30	TC 383.28	END CURVE - MATCH EX
(11)	1859043.89	628527.75	FG 383.31	ALLEY APRON LIMIT - MATCH EX
(12)	1859037.28	628531.07	-	MATCH EXISTING
(13)	1859034.49	628533.24	-	TOP OF CURB RAMP
(14)	1859038.32	628533.82	-	TOP OF CURB RAMP
(15)	1859030.11	628533.87	-	BOTTOM OF CURB RAMP
(16)	1859032.29	628539.13	-	BOTTOM OF CURB RAMP
(17)	1859011.20	628533.72	-	BOTTOM OF CURB RAMP
(18)	1859033.80	628537.00	-	BOTTOM OF CURB RAMP
(19)	185907.48	628526.28	-	TOP OF CURB RAMP
(20)	1859269.82	628526.89	-	TOP OF CURB RAMP

PROPOSED CURB DATA TABLE				
NO.	Δ BEARING	RADIUS	LENGTH	REMARKS
(1)	18°54'15"	530.29	167.80'	TYPE G C&G (11'-6")
(2)	52°24'22"	307	27.44'	TYPE G C&G (0'-6")
(3)	S 01°28'07" W	-	21.21'	TYPE G C&G (0'-6")
(4)	N 01°02'52" E	-	2.00'	TYPE G C&G (0')
(5)	120°15'09"	10'	20.69'	TYPE G C&G (0'-6")
(6)	07°54'47"	882.22	138.85'	TYPE G C&G (0'-6")
(7)	09°41'10"	832.42	198.81'	TYPE G C&G (11'-6")
(8)	27°21'14"	10.75'	5.15'	CURB (6")
(9)	S 81°10'21" E	-	29.07'	CURB (0'-4")
(10)	142°30'30"	4.50'	11.89'	CURB (6")
(11)	N 00°29'10" E	-	11.47'	CURB (0'-3")
(12)	88°49'01"	2.00'	2.32'	CURB (6")
(13)	N 00°42'22" E	-	20.89'	CURB (0'-4")
(14)	113°48'42"	2.22'	4.47'	CURB (6")

CONSTRUCTION NOTES

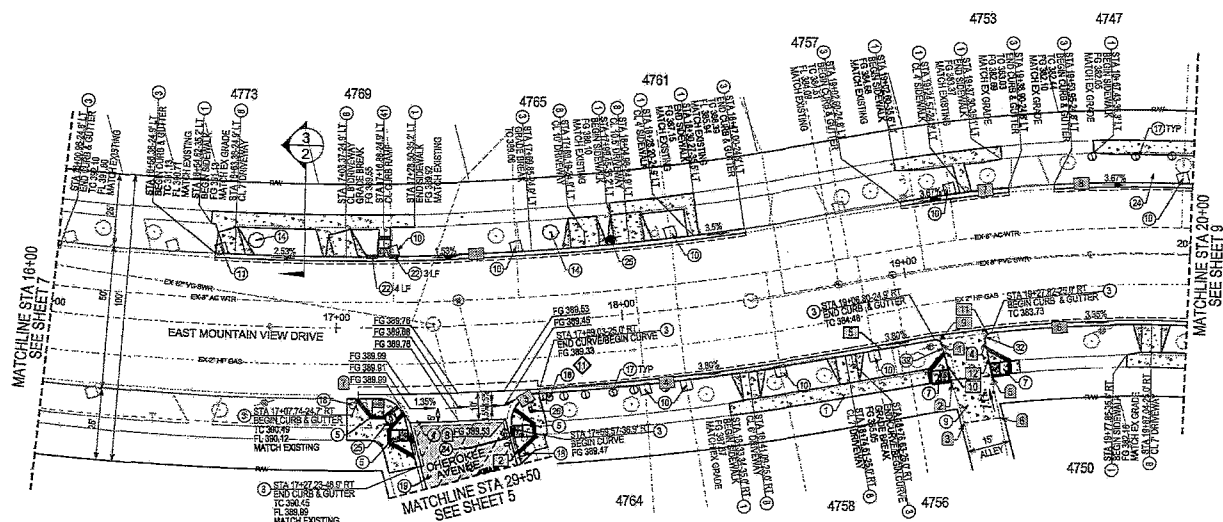
- ① INSTALL CONCRETE SIDEWALK PER SDG-155, SDG-156 AND DETAIL ON SHEET 2
- ② INSTALL 6" TYPE G CURB AND GUTTER PER SDG-151
- ③ INSTALL TYPE A CURB RAMP PER SDG-102
- ④ INSTALL TYPE D CURB RAMP PER SDG-106
- ⑤ INSTALL CONCRETE DRIVEWAY PER SDG-160
- ⑥ INSTALL ALLEY APRON PER SDG-120
- ⑦ PROTECT EXISTING WATER METER IN PLACE
- ⑧ PROTECT EXISTING GATE VALVE AND ADJUST TO PROPOSE GRADE
- ⑨ PROTECT EXISTING FIRE HYDRANT
- ⑩ EXISTING CURB RAMP TO REMAIN
- ⑪ REMOVE AND RELOCATE EXISTING SIGN, ENSURE 4' MINIMUM PATH CLEARANCE AND 7' MINIMUM SIGN HEIGHT CLEARANCE.
- ⑫ PROTECT EXISTING STREET LIGHT IN PLACE
- ⑬ PROTECT EXISTING AT&T MANHOLE IN PLACE.
- ⑭ PROTECT EXISTING UTILITY POLE IN PLACE.
- ⑮ PROTECT EXISTING WALL DURING THE DEMOLITION AND CONSTRUCTION OF CURB RAMP



C-6

CHEROKEE STREET IMPROVEMENTS
EAST MOUNTAIN VIEW DRIVE
NORTH OF CHEROKEE AVE TO COLLIER AVE

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT		MIS S-00321	
PROJECT NO. 0527715		DATE: 05/27/15	
FOR CITY ENGINEER BRAD JOHNSON		DATE: 4/28/16	
PROJECT MANAGER ALEX S. ELMAN		DATE: 05/27/15	
SUPERVISOR STEVE CUNNINGHAM		DATE: 05/27/15	
DESIGNER No. C-4836		DATE: 05/27/15	
CHECKED 214-1731		DATE: 05/27/15	
CONTRACTOR 1854-6291		DATE: 05/27/15	
DATE STARTED		DATE COMPLETED	
36559-7-D			



CORING SAMPLES

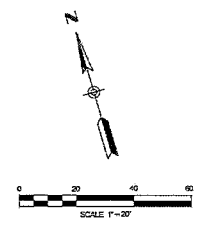
SAMPLE #	LOCATION	PAVEMENT THICKNESS
10	4764 E. MOUNTAIN VIEW DRIVE 15' NORTH OF CURB	10.5" AC (6 AC LAYERS)

NO.	Δ BEARING	RADIUS	LENGTH	REMARKS
1	11°24'30"	532.53	185.67	TYPE G C&G (1'-6")
2	S 00°51'00" W	-	12.56	TYPE G C&G (1'-6")
3	107°48'28"	10	17.57	TYPE G C&G (1'-6")
4	60°29'11"	682.22	110.47	TYPE G C&G (1'-6")
5	S 84°10'02" E	-	29.59	TYPE G C&G (1'-6")
6	21°22'20"	448.60	68.37	TYPE G C&G (1'-6")
7	04°23'25"	458.40	38.19	TYPE G C&G (1'-6")
8	10°32'41"	498.42	48.39	TYPE G C&G (1'-6")
9	83°32'32"	2.50	2.57	8" CURB
10	S 00°12'30" W	-	13.44	CURB (0'-6")
11	80°04'33"	2.50	4.19	8" CURB
12	N 03°38'07" E	-	12.67	CURB (0'-6")

NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1858992.88	6266191.25	TC 384.30	END CURVE
2	1858976.13	6266191.21	TC 384.85	END CURVE
3	1858864.10	6266196.88	FG 385.40	ALLEY APRON LIMIT - MATCH EX
4	1858899.77	6266214.25	TC 383.81	END CURVE
5	1858977.10	6266213.37	TC 384.30	END CURVE
6	1858982.82	6266212.19	FG 385.05	ALLEY APRON LIMIT - MATCH EX
7	1858976.53	6266213.89	-	CROSS GUTTER LIMIT
8	1858907.88	6266242.33	-	CROSS GUTTER LIMIT

CONSTRUCTION NOTES

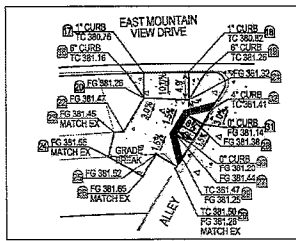
- 1 INSTALL CONCRETE SIDEWALK PER SDG-155, SDG-156 AND DETAIL ON SHEET 2
- 2 INSTALL 8" TYPE G CURBS AND GUTTER PER SDG-161
- 3 INSTALL CROSS GUTTER PER SDG-157
- 4 INSTALL TYPE A CURB RAMP PER SDG-182
- 5 INSTALL TYPE D CURB RAMP PER SDG-136
- 6 INSTALL CONCRETE DRIVEWAY PER SDG-160
- 7 INSTALL ALLEY APRON PER SDG-120
- 8 PROTECT EXISTING WATER METER ON PLACE
- 9 REPLACE EXISTING WATER METER COVER WITH TRAFFIC RATED COVER PER SDG-106 AND SDG-107 AND ADJUST TO PROPOSED GRADE
- 10 PROTECT EXISTING TREE
- 11 REMOVE AND RELOCATE EXISTING IRRIGATION AS NECESSARY TO INSTALL IMPROVEMENTS. IRRIGATION SYSTEM SHALL BE RESTORED, TESTED, AND APPROVED BY THE RESIDENT ENGINEER TO ENSURE PLANTS HAVE ADEQUATE IRRIGATION COVERAGE.
- 12 REMOVE AND RELOCATE EXISTING SIGN. ENSURE A MINIMUM PATH CLEARANCE AND 7' MINIMUM SIGN HEIGHT CLEARANCE.
- 13 2" COLD MILL AND AC PAVEMENT PER SDG-108
- 14 PAINT CURB RED FOR LENGTH AS NOTED.
- 15 ADJUST BRICK PAVERS TO PROPOSED GRADE
- 16 PROTECT EXISTING AT&T MANHOLE AND AT&T TO ADJUST TO PROPOSED GRADE. CONTACT BRENDAN LEE AT AT&T AT (619) 228-4032.
- 17 PROTECT EXISTING HISTORICAL STAMP PER SDG-115.
- 18 INSTALL CURB PER SDG-150
- 19 INSTALL 12" THERMOPLASTIC SOLID WHITE STOP BAR
- 20 INSTALL CASE A CURB RAMP PER SDG-130



CHEROKEE STREET IMPROVEMENTS
EAST MOUNTAIN VIEWS DR.
WEST OF MERWALE AVE TO NORTH OF CHEROKEE AVE

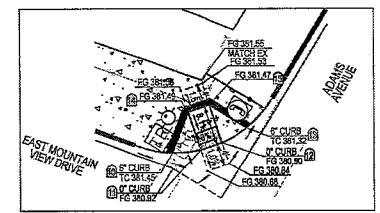
C-7

CITY OF SAN DIEGO, CALIFORNIA		W/C	S-00921
PUBLIC WORKS DEPARTMENT			
SHEET 8 OF 9 SHEETS			
FOR CITY ENGINEER	DATE	DESIGNED BY	CHECKED BY
BRAD JOHNSON	05/27/15	ALEX SLEMAN	PROJECT MANAGER
IN CHARGE	05/26	MARIA CLUNNINGHAM	SEAL
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	MC/MP		
		PROJECT NUMBER	214-1731
		CROSS COORDINATE	1854-6251
		UTM COORDINATE	
CONTRACTOR	DATE STARTED	CONTRACT NUMBER	36559-8-D
INSPECTOR	DATE COMPLETED		



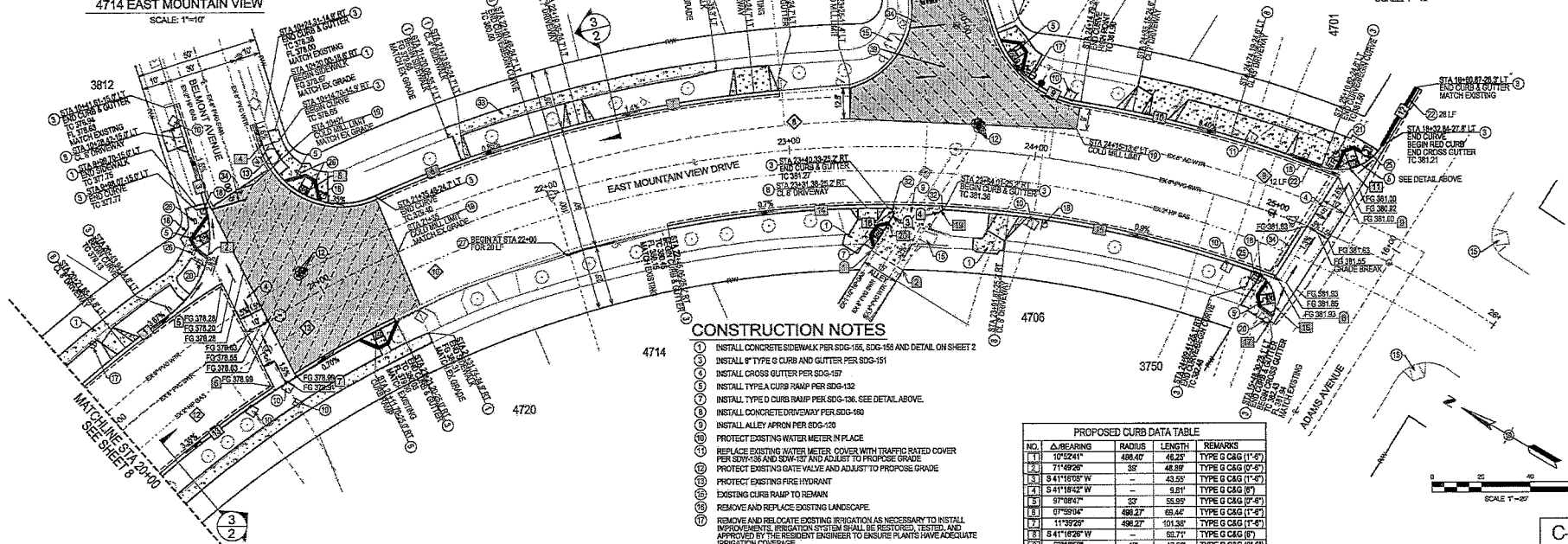
CORING SAMPLES

SAMPLE #	LOCATION	PAVEMENT THICKNESS
1	4719 E. MOUNTAIN VIEW DRIVE 14' WEST OF CURB	2.75" AC(3) PCC (2 AC LAYERS)
2	4719 E. MOUNTAIN VIEW DRIVE 15' EAST OF CURB	12" AC (4 AC LAYERS)
3	4734 E. MOUNTAIN VIEW DRIVE 15' SOUTH OF CURB	12" AC (5 AC LAYERS)
4	4746 E. MOUNTAIN VIEW DRIVE 16' NORTH OF CURB	12" AC (5 AC LAYERS)
5	4742 E. MOUNTAIN VIEW DRIVE 15' NORTH OF CURB	11.5" AC (6 AC LAYERS)



DRIVEWAY
4714 EAST MOUNTAIN VIEW
SCALE: 1"=10'

CURB RAMP
EAST MOUNTAIN VIEW AT ADAMS - NORTHEAST
SCALE: 1"=10'



CONSTRUCTION NOTES

1. INSTALL CONCRETE SIDEWALK PER SDG-156, SDG-155 AND DETAIL ON SHEET 2
2. INSTALL 8" TYPE G CURB AND GUTTER PER SDG-151
3. INSTALL CROSS GUTTER PER SDG-157
4. INSTALL TYPE A CURB RAMP PER SDG-132
5. INSTALL TYPE D CURB RAMP PER SDG-136. SEE DETAIL ABOVE.
6. INSTALL CONCRETE DRIVEWAY PER SDG-180
7. INSTALL ALLEY APRON PER SDG-120
8. PROTECT EXISTING WATER METER IN PLACE
9. REPLACE EXISTING WATER METER COVER WITH TRAFFIC RATED COVER PER SDG-158 AND 30W-317 AND ADJUST TO PROPOSE GRADE
10. PROTECT EXISTING GATE VALVE AND ADJUST TO PROPOSE GRADE
11. PROTECT EXISTING FIRE HYDRANT
12. EXISTING CURB RAMP TO REMAIN
13. REMOVE AND REPLACE EXISTING LANDSCAPE
14. REMOVE AND RELOCATE EXISTING IRRIGATION AS NECESSARY TO INSTALL IMPROVED IRRIGATION SYSTEM SHALL BE RESTORED, TESTED, AND APPROVED BY THE RESIDENT ENGINEER TO ENSURE PLANTS HAVE ADEQUATE IRRIGATION COVERAGE
15. REMOVE AND RELOCATE EXISTING SIGN. ENSURE 4' MINIMUM PATH CLEARANCE AND 7' MINIMUM SIGN HEIGHT CLEARANCE
16. 2" SLOD MILL AND AC PAVEMENT PER SDG-106
17. PROTECT EXISTING STREET LIGHT IN PLACE. ENSURE SIGNS ARE 4' MINIMUM PATH CLEARANCE AND 7' MINIMUM SIGN HEIGHT CLEARANCE
18. REMOVE AND RELOCATE EXISTING STREET LIGHT. INSTALL NO. 3K PULLBOX AT EXISTING STREET LIGHT LOCATION AND USE NEW CONDUIT TO CONNECT PULLBOX TO RELOCATED STREET LIGHT
19. PAINT CURB BLUE FOR LENGTH AS NOTED.
20. PROTECT EXISTING SIGN MANHOLE AND ADJUST TO PROPOSE GRADE
21. INSTALL CURB PER SDG-151
22. PERFORM ROOT PRUNING AND INSTALL ROOT BARRIER IF NECESSARY FOR SIDEWALK REPLACEMENT.
23. INSTALL 12" THERMOPLASTIC SOLID WHITE STOP BAR
24. INSTALL STOP LEGEND PER CH-1022 SEC 18.16
25. ADD ADDITIONAL AC PAVEMENT (UP TO 2") ON TOP OF 2" SLOD MILL AND 2" AC PAVEMENT TO ESTABLISH CROWN ALONG MERVALE

PROPOSED CURB DATA TABLE

NO.	Δ BEARING	RADIUS	LENGTH	REMARKS
11	10°24'1"	488.40	48.23	TYPE G C&G (1'-6")
12	71°49'29"	35'	48.89	TYPE G C&G (0'-6")
13	S 41°18'58" W	-	43.55	TYPE G C&G (1'-6")
14	S 41°18'02" W	-	3.91	TYPE G C&G (6")
15	S 7°08'47" E	33'	55.95	TYPE G C&G (0'-6")
16	07°59'04"	488.27	66.44	TYPE G C&G (1'-6")
17	11°39'29"	498.27	101.38	TYPE G C&G (1'-6")
18	S 41°18'58" W	-	50.77	TYPE G C&G (6")
19	63°18'58"	48'	47.52	TYPE G C&G (0'-6")
20	11°37'18"	488.20	101.05	TYPE G C&G (1'-6")
21	79°36'36"	20'	27.76	TYPE G C&G (0'-6")
22	S 50°00'00" E	-	28.04'	TYPE G C&G (6")
23	23°21'20"	448.80	114.75	TYPE G C&G (0'-6")
24	17°51'55"	448.44'	90.21'	TYPE G C&G (1'-6")
25	S 15°19'52"	448.44'	127.78'	TYPE G C&G (1'-6")
26	101°33'34"	14'	24.90'	TYPE G C&G (0'-6")
27	N 89°51'38" E	-	1.18'	TYPE G C&G (6")
28	121°03'00"	2'	4.22'	CURB (1'-4")
29	60°03'52"	2'	2.19'	CURB
30	S 90°00'00" E	-	16.47'	CURB (0'-4")

COORDINATE DATA TABLE

NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	158977.35	629612.82	TC 381.20	ALLEY APRON LIMIT - MATCH EX
2	158978.54	629612.24	FS 381.38	ALLEY APRON LIMIT - MATCH EX
3	158977.31	629635.08	TC 381.23	TOP OF CURB - 4" CURB
4	158971.90	629654.17	TC 381.20	TOP OF CURB - MATCH EX
5	158966.05	629636.32	-	CROSS GUTTER LIMIT
6	158965.17	629638.54	-	CROSS GUTTER LIMIT
7	158961.78	629647.60	-	CROSS GUTTER LIMIT
8	158961.92	629636.54	-	CROSS GUTTER LIMIT
9	158963.14	629638.86	-	CROSS GUTTER LIMIT
10	158963.72	629638.94	-	CURB RAMP WING - 6" CURB
11	158962.71	629641.85	-	BOTTOM OF CURB RAMP
12	158962.14	629645.01	-	BOTTOM OF CURB RAMP
13	158962.32	629649.47	-	CURB RAMP WING - 6" CURB
14	158963.08	629646.47	-	TOP OF CURB RAMP
15	158963.15	629648.53	-	TOP OF CURB RAMP

COORDINATE DATA TABLE

NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
16	158978.42	629632.62	-	DRIVEWAY WING - 6" CURB
17	158979.83	629634.23	-	BOTTOM OF DRIVEWAY - 1" CURB
18	158978.16	629632.49	-	BOTTOM OF DRIVEWAY - 1" CURB
19	158978.60	629630.05	-	DRIVEWAY WING - 6" CURB
20	158978.60	629632.43	-	TOP OF DRIVEWAY
21	158971.60	629634.32	-	TOP OF DRIVEWAY
22	158978.60	629615.50	-	GRADE BREAK
23	158978.99	629612.53	-	MATCH EXISTING
24	158978.99	629608.37	-	MATCH EXISTING
25	158978.60	629608.37	-	GRADE BREAK
26	158978.60	629613.15	-	MATCH EXISTING
27	158970.31	629637.94	-	TOP OF CURB RAMP
28	158970.31	629632.94	-	TOP OF CURB RAMP
29	158977.31	629634.84	-	CURB RAMP WING
30	158977.31	629631.84	-	BOTTOM OF CURB RAMP
31	158977.31	629632.84	-	BOTTOM OF CURB RAMP
32	158977.31	629624.84	-	CURB RAMP WING

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 8 OF 9 SHEETS

CHEROKEE STREET IMPROVEMENTS
EAST MOUNTAIN VIEW DRIVE
ADAMS AVE TO WEST OF MERVALE AVE

DATE: 05/27/15
PROJECT: ALEX SLEMAN
DESIGNER: MARLA CLANNON/MARLA CLANNON/MARLA CLANNON/MARLA CLANNON
CHECKED: MARLA CLANNON/MARLA CLANNON/MARLA CLANNON/MARLA CLANNON
DATE: 4/28/15
SCALE: 2/4 = 1/31
CDSR: 1854-6291
CDSR: 36559-9-D

City of San Diego

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

ADDENDUM "B"

FOR

Cherokee Street Improvements




BID NO.: K-15-1354-DBB-3
SAP NO. (WBS/IO/CC): S-00921
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 3
PROJECT TYPE: ID

BID DUE DATE:

**2:00 PM
JUNE 18, 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:



For City Engineer

6/9/15
Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. BIDDER'S QUESTIONS

- Q1. As bidders, where do we include such work of 8" asphalt as per Detail 2 on Sheet 2? If missed, shouldn't there be an item for it?
- A1. The 6 inches of asphalt paving adjacent to the curb and gutter will be paid for by the bid items for curb and gutter and the remaining 6 inches will be paid by the bid item for 8 inch full depth asphalt pavement.

VOLUME 1

1. To ATTACHMENT A, page 30, Scope of Work, Item 2, Construction Cost, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$960,000.**

C. VOLUME 2

1. To BIDDING DOCUMENTS, pages 10 through 13, Proposal (BID), **DELETE** in their entirety and **SUBSTITUTE** with pages 4 through 8 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *June 9, 2015*
San Diego, California

JN/RB/lji

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Cherokee Improvements	Unit Price	Extension
BASE BID							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	 	\$
2	1	LS	238990	7-9.1.1	Video Recording of Existing Conditions	 	\$
3	1	LS	541330	7-10.2.6	Traffic Control Design	 	\$
4	1	LS	237310	7-10.2.6	Traffic Control	 	\$
5	14	EA	238210	9-3.1	Remove and Reinstall Signs on New Posts	\$	\$
6	1	AL		9-3.5	Field Orders - Type II	 	\$67,977.00
7	1	LS	238910	300-1.4	Clearing & Grubbing to Include Removal and Disposal of All Materials, in Conflict with the Proposed Construction	 	\$
8	16	EA	237310	301-1.7	Adjust Existing Utilities to Grade	\$	\$
9	36,465	SF	237310	302-1.12	2-Inch Cold Mill AC Pavement	\$	\$
10	425	TON	237310	302-5.9	2-Inch AC Overlay	\$	\$
11	35	TON	237310	302-5.9	3-Inch Additional AC Overlay	\$	\$
12	115	TON	237310	302-5.9	8" Full Depth Asphalt Pavement	\$	\$

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Cherokee Improvements	Unit Price	Extension
13	780	SF	237310	302-5.9	Road Hump Replacement	\$	\$
14	18,507	SF	237310	303-5.9	Replace Existing Scored Sidewalk	\$	\$
15	5,480	SF	237310	303-5.9	Residential Concrete Driveway	\$	\$
16	32	LF	237310	303-5.9	4" Curb or Less	\$	\$
17	150	LF	237310	303-5.9	6" Curb or Less	\$	\$
18	363	LF	237310	303-5.9	Curb & Gutter Type "G" (4" Curb or Less)	\$	\$
19	3,644	LF	237310	303-5.9	Curb & Gutter Type "G" (6" Curb or Less)	\$	\$
20	4	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$	\$
21	1,964	SF	237310	303-5.9	Cross Gutter	\$	\$
22	2,785	SF	237310	303-5.9	Alley Apron	\$	\$
23	1	EA	237310	303-5.10.2	Curb Ramp Case "A" with Stainless Steel Detectable Warning Tiles	\$	\$
24	23	EA	237310	303-5.10.2	Curb Ramp Type "A" with Stainless Steel Detectable Warning Tiles	\$	\$
25	1	EA	237310	303-5.10.2	Curb Ramp Type "C2" with Stainless Steel Detectable Warning Tiles	\$	\$
26	9	EA	237310	303-5.10.2	Curb Ramp Type "D" with Stainless Steel Detectable Warning Tiles	\$	\$
27	5	EA	238210	302-1.12	Traffic Detector Loop Replacement and Conduit Stub	\$	\$

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Cherokee Improvements	Unit Price	Extension	
28	3	EA	237110	306-15	Water Meter Box and Cover	\$	\$	
29	1	EA	238210	307-2	#3 1/2 Electrical Pull Box	\$	\$	
30	1	EA	238210	307-2	Relocation of Existing Street Light	\$	\$	
31	1	LS	561730	308-7	Relocation Irrigation System	 	\$	
32	3	EA	561730	308-7	Root Pruning and Barrier	\$	\$	
33	1	LS	237310	314-4.3.7	Furnish and Install Painting, Striping, Removal Conflicting Striping and Pavement Markings, and Paint Curbs Stencil Letter on Curbs	 	\$	
34	1	LS	237310	314-4.4.6	Furnish and Install Thermoplastic Traffic Striping and Pavement Markings	 	\$	
35	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	 	\$	
36	1	LS	237310	701-13.9.5	Water Pollution Control Program Implementation	 	\$	
ESTIMATED TOTAL BASE BID							\$	

TOTAL BID PRICE FOR BID (Items 1 through 36 inclusive) amount written in words:

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: _____

BIDDING DOCUMENTS

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: _____

BIDDING DOCUMENTS

NOTES:

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

City of San Diego

TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC.
9580 BLACK MOUNTAIN RD, STE L
SAN DIEGO, CA 92126

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: 858-689-0058 FAX NO.: 858-689-1594
CITY CONTACT: Damian Singleton - Contract Specialist, Email: dsingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633
A. Sleiman / B. Doringo / LJI

CONTRACT DOCUMENTS



FOR

Cherokee Street Improvements

VOLUME 2 OF 2

BID NO.: K-15-1354-DBB-3
SAP NO. (WBS/IO/CC): S-00921
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 3
PROJECT TYPE: ID

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2))
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

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

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

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

- 1. Bid/Proposal..... 3
- 2. Bid Bond 6
- 3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 7
- 4. Contractors Certification of Pending Actions 8
- 5. Equal Benefits Ordinance Certification of Compliance..... 9
- 6. Proposal (Bid) 10
- 7. Form AA35 - List of Subcontractors 14
- 8. Form AA40 - Named Equipment/Material Supplier List 15

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(N/A)

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

IF A PARTNERSHIP, SIGN HERE:

(N/A)

- (1) Name under which business is conducted _____

BIDDING DOCUMENTS

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

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

Full Name and Character of partner

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

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

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

(1) Name under which business is conducted _____

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



(Signature)
HANI ASSI

(Printed Name)
SECRETARY OF CORPORATION

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 9580 BLOOMINGTON RD SUITE L

(5) City and State SAN DIEGO CA Zip Code 92126

(6) Telephone No. 858-689-0058 Facsimile No. 858-689-1594

(7) Email Address tri group const@aol.com

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION "A"

LICENSE NO. 792159 EXPIRES 03-31-2017

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004777

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


TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

Email Address: trigroupconst@aol.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

HANI ASSI

Signature  Title SECRETARY OF CORPORATION

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

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

(NOTARIAL SEAL)

(see attached)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 6/9/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared HANI ASSI
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



Signature Michelle M. Basuil
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: HANI ASSI
 Corporate Officer — Title(s): SECRETARY
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

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


CHEROKEE STREET IMPROVEMENTS

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

SIGNED AND SEALED, this 9TH day of JUNE, 20 15

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

NORTH AMERICAN SPECIALTY INSURANCE COMPANY (SEAL)
(Surety)

By: 
(Signature)
HANI ASSI, SECRETARY

By: 
(Signature)
MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of SAN DIEGO)

On 6/9/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



Signature Michelle M. Basuil
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLEND A. ROONEY, and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



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



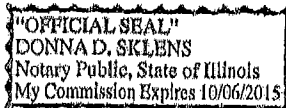
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of May, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 9th day of May, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of JUNE, 2015.

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

BIDDING DOCUMENTS

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

State of California)

) ss.

County of SAN DIEGO)

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



HANI ASSI

Signed: _____

Title: SECRETARY OF CORPORATION

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

Notary Public

(SEAL)

(see attached)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

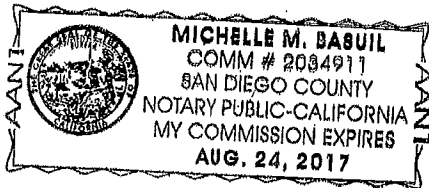
State of California)
County of SAN DIEGO)

On 6/9/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared HANI ASSI
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Michelle M. Basuil
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: HANI ASSI
 Corporate Officer -- Title(s): SECRETARY
 Partner -- Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

BIDDING DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

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

Contractor Name: TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. ~~HANI ASSI~~

Certified By HANI ASSI Title SECRETARY OF CORPORATION
 Name
 Signature [Signature] Date 06/10/15

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION		
Company Name:	TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.	Contact Name: HANI ASSI
Company Address:	9580 BLACK MOUNTAIN RD, STE L SAN DIEGO, CA 92126	Contact Phone: 619-689-0058
		Contact Email: trigroupecent@aol.com

CONTRACT INFORMATION		
Contract Title:	CHEROKEE STREET IMPROVEMENTS	Start Date: 09-15-15
Contract Number (if no number, state location):	K-15-1354-DIBB-3	End Date: 12-31-15

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):

- Provides equal benefits to spouses and domestic partners.
- Provides no benefits to spouses or domestic partners.
- Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

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

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

HANI ASSI, SECRETARY OF COMP 06-10-15

Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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(Rev 02/15/2011)

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Cherokee Improvements	Unit Price	Extension
BASE BID							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$
2	1	LS	238990	7-9.1.1	Video Recording of Pre-existing Conditions		\$
3	1	LS	541330	7-10.2.6	Traffic Control Design		\$
4	1	LS	237310	7-10.2.6	Traffic Control		\$
5	14	EA	238210	9-3.1	Remove and Reinstall Signs on New Posts	\$	\$
6	1	AL		9-3.5	Field Orders - Type II		\$67,977.00
7	1	LS	238910	300-1.4	Clearing and Grubbing to Include Removal and Disposal of All Materials, in Conflict with the Proposed Construction		\$
8	16	EA	237310	301-1.7	Adjust Existing Utilities to Grade	\$	\$
9	36,465	SF	237310	302-1.12	2-Inch Cold Mill AC Pavement	\$	\$
10	425	TON	237310	302-5.9	2-Inch AC Overlay	\$	\$
11	35	TON	237310	302-5.9	3-Inch Additional AC Overlay	\$	\$
12	780	SF	237310	302-5.9	Road Hump Replacement	\$	\$
13	18,507	SF	237310	303-5.9	Replace Existing Scored Sidewalk	\$	\$
14	5,480	SF	237310	303-5.9	Residential Concrete Driveway	\$	\$

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Cherokee Improvements	Unit Price	Extension
15	32	LF	237310	303-5.9	4" Curb or less	\$	\$
16	150	LF	237310	303-5.9	6" Curb or less	\$	\$
17	363	LF	237310	303-5.9	Curb and Gutter Type "G" (4" Curb or less)	\$	\$
18	3,644	LF	237310	303-5.9	Curb and Gutter Type "G" (6" Curb or less)	\$	\$
19	4	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$	\$
20	1,964	SF	237310	303-5.9	Cross Gutter	\$	\$
21	2,785	SF	237310	303-5.9	Alley Apron	\$	\$
22	1	EA	237310	303-5.10.2	Curb Ramp Case "A" with Stainless Steel Detectable Warning Tiles	\$	\$
23	23	EA	237310	303-5.10.2	Curb Ramp Type "A" with Stainless Steel Detectable Warning Tiles	\$	\$
24	1	EA	237310	303-5.10.2	Curb Ramp Type "C2" with Stainless Steel Detectable Warning Tiles	\$	\$
25	9	EA	237310	303-5.10.2	Curb Ramp Type "D" with Stainless Steel Detectable Warning Tiles	\$	\$
26	5	EA	238210	302-1.12	Traffic Detector Loop Replacement and Conduit Stub	\$	\$
27	3	EA	237110	306-15	Water Meter Box and Cover	\$	\$
28	1	EA	238210	307-2	#3 1/2 Electrical Pull Box	\$	\$
29	1	EA	238210	307-2	Relocation of Existing Street Light	\$	\$
30	1	LS	561730	308-7	Relocation Irrigation System		\$
31	3	EA	561730	308-7	Root Pruning and Barrier	\$	\$

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Cherokee Improvements	Unit Price	Extension
32	1	LS	237310	314-4.3.7	Furnish and Install Painting, Striping, Removal Conflicting Striping and Pavement Markings, and Paint Curbs Stencil Letter on Curbs	 	\$
33	1	LS	237310	314-4.4.6	Furnish and Install Thermoplastic Traffic Striping and Pavement Markings	 	\$
34	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	 	\$
35	1	LS	237310	701-13.9.5	Water Pollution Control Program Implementation	 	\$
ESTIMATED TOTAL BASE BID							\$

TOTAL BID PRICE FOR BID (Items 1 through 35 inclusive) amount written in words:

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: ADDENDUM "A" ADDENDUM "B"

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

Gus ASSI

HANI ASSI

PRESIDENT

SECRETARY OF CORPORATION

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

BIDDING DOCUMENTS

TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT INC.

HANI ASSI

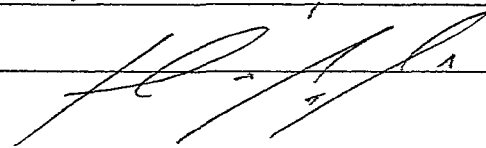
Bidder: _____

Title: _____ SECRETARY OF CORPORATION

Business Address: 9580 BLACK MOUNTAIN RD SUITE L SAN DIEGO CA 92126

Place of Business: SAN DIEGO, CA

Place of Residence: SAN DIEGO, CA

Signature: 

NOTES:

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

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Cherokee Improvements	Unit Price	Extension
BASE BID							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	 	\$10,000
2	1	LS	238990	7-9.1.1	Video Recording of Existing Conditions	 	\$10,000
3	1	LS	541330	7-10.2.6	Traffic Control Design	 	\$10,000
4	1	LS	237310	7-10.2.6	Traffic Control	 	\$25,000
5	14	EA	238210	9-3.1	Remove and Reinstall Signs on New Posts	\$ 300	\$ 4,200
6	1	AL		9-3.5	Field Orders - Type II	 	\$67,977.00
7	1	LS	238910	300-1.4	Clearing & Grubbing to Include Removal and Disposal of All Materials, in Conflict with the Proposed Construction	 	\$178,000
8	16	EA	237310	301-1.7	Adjust Existing Utilities to Grade	\$ 500	\$ 8,000
9	36,465	SF	237310	302-1.12	2-Inch Cold Mill AC Pavement	\$ 0.60	\$21,879
10	425	TON	237310	302-5.9	2-Inch AC Overlay	\$ 111	\$ 47,175
11	35	TON	237310	302-5.9	3-Inch Additional AC Overlay	\$ 300	\$ 10,500
12	115	TON	237310	302-5.9	8" Full Depth Asphalt Pavement	\$ 200	\$ 23,000

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Cherokee Improvements	Unit Price	Extension
13	780	SF	237310	302-5.9	Road Hump Replacement	\$ 8	\$ 6,240
14	18,507	SF	237310	303-5.9	Replace Existing Scored Sidewalk	\$ 7	\$ 129,549
15	5,480	SF	237310	303-5.9	Residential Concrete Driveway	\$ 7	\$ 38,360
16	32	LF	237310	303-5.9	4" Curb or Less	\$ 60	\$ 1,920
17	150	LF	237310	303-5.9	6" Curb or Less	\$ 60	\$ 9,000
18	363	LF	237310	303-5.9	Curb & Gutter Type "G" (4" Curb or Less)	\$ 30	\$ 10,890
19	3,644	LF	237310	303-5.9	Curb & Gutter Type "G" (6" Curb or Less)	\$ 30	\$ 109,320
20	4	EA	237310	303-5.9	Contractor Date Stamp and Impressions	\$ 250	\$ 1,000
21	1,964	SF	237310	303-5.9	Cross Gutter	\$ 10	\$ 19,640
22	2,785	SF	237310	303-5.9	Alley Apron	\$ 10	\$ 27,850
23	1	EA	237310	303-5.10.2	Curb Ramp Case "A" with Stainless Steel Detectable Warning Tiles	\$ 2,750	\$ 2,750
24	23	EA	237310	303-5.10.2	Curb Ramp Type "A" with Stainless Steel Detectable Warning Tiles	\$ 2,750	\$ 63,250
25	1	EA	237310	303-5.10.2	Curb Ramp Type "C2" with Stainless Steel Detectable Warning Tiles	\$ 2,750	\$ 2,750
26	9	EA	237310	303-5.10.2	Curb Ramp Type "D" with Stainless Steel Detectable Warning Tiles	\$ 2,250	\$ 20,250
27	5	EA	238210	302-1.12	Traffic Detector Loop Replacement and Conduit Stub	\$ 600	\$ 3,000

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Cherokee Improvements	Unit Price	Extension	
28	3	EA	237110	306-15	Water Meter Box and Cover	\$ 900	\$ 2,700	
29	1	EA	238210	307-2	#3 1/2 Electrical Pull Box	\$ 900	\$ 900	
30	1	EA	238210	307-2	Relocation of Existing Street Light	\$ 3,900	\$ 3,900	
31	1	LS	561730	308-7	Relocation Irrigation System	 	\$ 5,000	
32	3	EA	561730	308-7	Root Pruning and Barrier	\$ 650	\$ 1,950	
33	1	LS	237310	314-4.3.7	Furnish and Install Painting, Striping, Removal Conflicting Striping and Pavement Markings, and Paint Curbs Stencil Letter on Curbs	 	\$ 2,500	
34	1	LS	237310	314-4.4.6	Furnish and Install Thermoplastic Traffic Striping and Pavement Markings	 	\$ 1,500	
35	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	 	\$ 10,000	
36	1	LS	237310	701-13.9.5	Water Pollution Control Program Implementation	 	\$ 10,000	
ESTIMATED TOTAL BASE BID							\$ 89,950.00	

TOTAL BID PRICE FOR BID (Items 1 through 36 inclusive) amount written in words:

EIGHT HUNDRED NINETY NINE THOUSAND NINE HUNDRED FIFTY DOLLARS AND 25/100 CENTS

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: ADDENDUM "A" & ADDENDUM "B"

BIDDING DOCUMENTS

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

HANI ASSI

GWS ASSI

≡

PRESIDENT

SECRETARY OF CORPORATION

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

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

HANI ASSI

Bidder: _____

Title: _____

SECRETARY OF CORPORATION

Business Address: 9580 BLACK MOUNTAIN RD SUITE "L" SAN DIEGO, CA 92126

Place of Business: SAN DIEGO, CA

Place of Residence: SAN DIEGO, CA

Signature: _____



BIDDING DOCUMENTS

NOTES:

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

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>LUZACH STRIPING INC.</u> Address: <u>P.O. BOX 2426</u> City: <u>EL CAJON</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-443-7755</u> Email: <u>estimating@lsiroadmarking.com</u>	<i>CONTRACTOR</i>	<u>775886</u>	<i>STRIPING</i>	\$775,110 <u>\$3,551.10</u>	<i>SLBE</i>	<i>CITY OF SAN DIEGO</i>	—
Name: <u>PERRY ELECTRIC</u> Address: <u>P.O. BOX 71030</u> City: <u>SANTEE</u> State: <u>CA</u> Zip: <u>92072</u> Phone: <u>619-449-0045</u> Email: <u>dferguson@perryelectric.com</u>	<i>CONTRACTOR</i>	<u>747931</u>	<i>ELECTRICAL</i>	<u>\$5600</u>	<i>SLBE</i>	<i>CITY OF SAN DIEGO</i>	—

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

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

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

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

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

1 of 2

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>R.A.P. ENGINEERING, INC</u> Address: <u>503 E. MISSION RD</u> City: <u>SAN MARCOS</u> State: <u>CA</u> Zip: <u>92069</u> Phone: <u>760-233-2900</u> Email: <u>rperez@rapenginc.com</u>	<i>CONSTRUCTOR</i>	<u>80956</u>	<i>ASPHALT OVERLAY # TRUMPS</i>	<u>\$60,238</u>	<u>SLBE</u>	<u>CITY OF SAN DIEGO</u>	—
Name: <u>PAVEMENT RECYCLING SYSTEMS</u> Address: <u>10240 SAN SEVANE WY</u> City: <u>JURUPA VALLEY</u> State: <u>CA</u> Zip: <u>91752</u> Phone: <u>951-682-1091</u> Email: <u>JOHN@PAVEMENTRECYCLING.COM</u>	<i>CONSTRUCTOR</i>	<u>569352</u>	<i>COLD MILLING AC</i>	<u>\$12,762.75</u>	—	—	—

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

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

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

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

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

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NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

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

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

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