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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
MAshrafzadeh/RWBustamante/egz

CONTRACT DOCUMENTS



FOR ORIGINAL

Replace Barrier Rail on Barnett O/PCH

VOLUME 1 OF 2

BID NO.: _____ L-15-1241-DBB-2
SAP NO. (WBS/IO/CC): _____ B-00869
CLIENT DEPARTMENT: _____ 2116
COUNCIL DISTRICT: _____ 2
PROJECT TYPE: _____ IE

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY .
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP
- THIS IS A PROP 42 REPLACEMENT FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA.

BID DUE DATE:

**1:30 PM
JULY 14, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

ENGINEER OF WORK

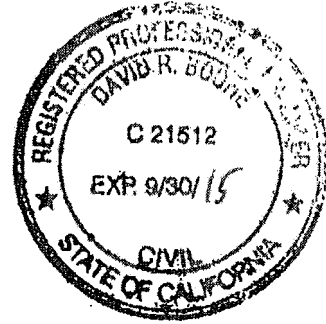
The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:

David R. Boone
1) Registered Engineer

6-3-15

JAN 13 2015

Seal:



Jan B...
2) For City Engineer

5/28/15
Date

Seal:



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List in accordance with the designation stated on the cover page hereof. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
2. **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 **Replace Barrier Rail on Barnett O/PCH** (Project).
3. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
5. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 5.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
 - 5.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 33.4%
 - 5.3. For additional Equal Opportunity Contracting Program requirements, see Attachment C.
6. **PRE-BID MEETING:**
 - 6.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracts Conference Room, at 1010 Second Avenue 14th Floor, San Diego, CA 92101 at **10:00 AM**, on **JUNE 25, 2015**.
 - 6.2. All potential bidders are encouraged to attend.

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

7. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

- 7.1. **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>

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

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

9. **PREVAILING WAGE RATES:** 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.

- 9.1. **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.

- 9.1.1. 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.

- 9.1.2. 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.

- 9.2. 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.
- 9.3. 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.
- 9.3.1.** 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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."

9.8. 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.

9.9. 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.

9.9.1. 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.

10. INSURANCE REQUIREMENTS:

10.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.

10.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

11. PREQUALIFICATION OF CONTRACTORS:

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

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

- 11.2. The completed 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.
- 11.3. 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™](#).

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

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

- 13. **CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 14. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

15. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
16. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
17. **AWARD PROCESS:**
- 17.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 17.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 17.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
18. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
19. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
20. **SUBMISSION OF QUESTIONS:**
- 20.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:
- Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: [Contract Specialist listed on the front cover hereof]
- OR:
- Email address of the Contract Specialist listed on the front cover hereof.
- 20.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 20.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.

- 20.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
21. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
22. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
23. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 23.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 23.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 23.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 23.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
24. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 24.1. Bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% total bid amount.
- 24.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

24.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

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

25. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

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

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

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

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

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

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

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

26. BID RESULTS:

26.1. The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently

deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.

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

27. THE CONTRACT:

- 27.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

- 27.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

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

- 27.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

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

- 28. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has

investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

29. CITY STANDARD PROVISIONS: This contract is subject to the following standard provisions. See The WHITEBOOK for details.

- 29.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 29.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 29.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 29.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 29.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 29.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 29.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

30. PRE-AWARD ACTIVITIES:

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

31. REQUIRED DOCUMENT SCHEDULE:

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	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
9.	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
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace

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

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 ATLAS DEVELOPMENT CORPORATION, herein called "Contractor" for construction of **Replace Barrier Rail on Barnett O/PCH; Bid No. L-15-1241-DBB-2**; in the amount of THREE HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED EIGHTY-TWO DOLLARS AND 00/100 (\$322,682.00), which is comprised of the Base Bid alone.

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

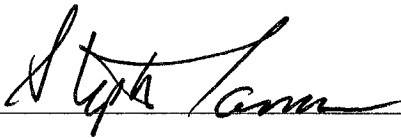
1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Replace Barrier Rail on Barnett O/PCH**, on file in the office of the Public Works Department as Document No. **B-00869**, 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 **Replace Barrier Rail on Barnett O/PCH**, Bid Number **L-15-1241-DBB-2**, 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.

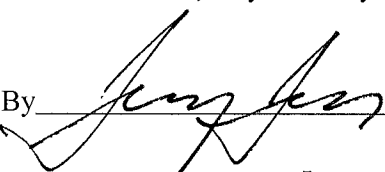
CONTRACT FORMS (continued)

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: Jeremy Jung
Deputy City Attorney

Date: 9-29-15

Date: 9.30.15

CONTRACTOR

By 

Print Name: Mark Atefi

Title: President

Date: 8/5/15

City of San Diego License No.: 858038

State Contractor's License No.: 2010 0000550

**CONTRACT FORMS
ATTACHMENTS**

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Atlas Development Corporation, a corporation, as principal, and
Great American 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
Three Hundred Twenty Two Thousand Six Hundred Eighty Two Dollars (\$322,682.00) for the faithful performance of the
annexed contract, and in the sum of Three Hundred Twenty Two Thousand Six Hundred Eighty Two Dollars (\$322,682.00) for the
benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Replace Barrier Rail on Barnett O/PCH**, Bid Number **L-15-1241-DBB-2**, 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 August 6, 2015

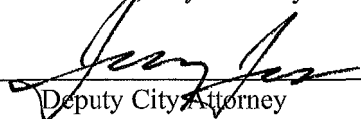
Approved as to Form

Atlas Development Corporation
Principal

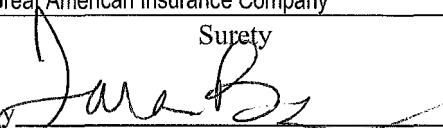
By 

Mark Atefi
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

Great American Insurance Company
Surety

By 
Tara Bacon, Attorney-in-fact

Approved:

By 
Mayor or Designee

750 The City Drive South, Suite 300
Local Address of Surety

Orange, CA 92868
Local Address (City, State) of Surety

714-740-3117
Local Telephone No. of Surety

Premium \$6,034.00

Bond No. 2119151

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 August 6, 2015 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

personally appeared Tara Bacon,
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  (Seal)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FIVE**

No. 0 14839

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DALE G. HARSHAW	KYLE KING	ALL
GEOFFREY SHELTON	JOHN R. QUALIN	\$75,000,000.00
TARA BACON	SAN DIEGO, CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **22ND** day of **APRIL**, 2013
Attest **GREAT AMERICAN INSURANCE COMPANY**



[Signature]
Assistant Secretary

[Signature]
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **22ND** day of **APRIL**, 2013, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

[Signature]

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **6th** day of **August**, 2015



[Signature]
Assistant Secretary

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Replace Barrier Rail on Barnett O/PCH

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;

Atlas Development

(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 M Atafi

Printed Name Mark Atafi

Title President

CONTRACTOR CERTIFICATION

**AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE
CERTIFICATION**

PROJECT TITLE: Replace Barrier Rail on Barnett O/PCH

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;

Atlas Development

(Name under which business is conducted)

has in place a 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 M Atefi

Printed Name Mark Atefi

Title President

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Replace Barrier Rail on Barnett O/PCH

I declare under penalty of perjury that I am authorized to make this certification on behalf of Atlas Development, 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 13 Day of August, 2015.

Signed M Atefi

Printed Name Mark Atefi

Title President

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:

Replace Barrier Rail on Barnett O/PCH

(Name of Project)

as particularly described in said contract and identified as Bid No. **L-15-1241-DBB-2**; SAP No. (WBS/IO/CC) **B-00869**; 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 _____, _____.

Contractor
by

ATTEST:

State of _____
County of _____

On this _____ DAY OF _____, 2_____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____ 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 project scope of work includes replacing the existing K-rail and guardrail on both sides of the bridge on Barnett Avenue with new concrete barrier rail. The project also includes replacement of the existing crash cushion at the beginning of the off-ramp.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **37991-1-D** through **37991-8-D**, and **37991-T01-D** through **37991-T13-D**, inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$377,901.00**.
3. **LOCATION OF WORK: The location of the Work is as follows:**

See Appendix D - Location Map.
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **60 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

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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.

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.

ADD:

4-1.3.7 Testing Under the Direction of The Engineer. When a bid item for Testing under the direction of the Engineer is provided, the Contractor must employ and pay for the services of a qualified third party independent laboratory to perform the required testing. The Contractor will be reimbursed for the cost of testing under this bid item.

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

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

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-7.1 General. To the City Supplement, ADD the following:

5. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

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.

7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured.

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.

7-3.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies must provide that your insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.

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.

7-8.6 Water Pollution Control. ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.

7-10.5.3 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.
3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2

community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDSHare site:

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

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

5. Electronic Communication.

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

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

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

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

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

7-16.1.2 Quality Assurance.

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

7-16.1.3

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 the within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDShare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.2

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, you 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 SDSShare 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.

7-16.3.2

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."

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.1 **General.** To the City Supplement, first paragraph, ADD the following:

Payment for the relocation of roadway signs and delineators shall be paid for at the contract unit price as shown in the bid.

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 302 - ROADWAY SURFACING

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

302-3 **PREPARATORY REPAIR WORK.**

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of 3" for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.

4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base."
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
 - c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
 - d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are

cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
9. Base repairs shall not exceed 20% RAP in content.

302-3.2 Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.

2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

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

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

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

SECTION 303- CONCRETE AND MASONRY CONSTRUCTION

303-1.11 Payment. ADD the following:

Payment for the bridge concrete barrier and on grade barrier shall be paid for at the unit price as specified in the bid and shall include all work and appurtenances as shown in the plans.

SECTION 707 - RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a **Notice of Exemption** for Replace Barrier Rail on Barnett O/PCH, as referenced in the Contract Appendix. You must comply with all requirements of the **Notice of Exemption** as set forth in the Contract Appendix A.

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422
OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

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

PROJECT No.: WBS# B-00869.02.06

PROJECT TITLE: REPLACE BARRIER RAIL ON BARNETT O/PCH

PROJECT LOCATION-SPECIFIC: In the developed city of San Diego public right-of-way along Barnett Avenue where it crosses over the southbound Pacific Highway underpass. This project is located in the Midway-Pacific Highway community plan area, in Council District 2.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: This project will remove existing K-rail and guardrail on both sides of the bridge and replace them with approximately 480 linear feet of new concrete barrier rail. Associated appurtenances include the removal and relocation of existing traffic signs, posts, and street light conduits; replacement of the crash cushion at the end of the bridge, and the removal and replacement of pavement along the concrete barrier. The project's staging area will be in the developed public right-of-way.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, E&CP Dept/Mastaneh Ashrafzadeh
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-5457

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
(X) CATEGORICAL EXEMPTION: §15301(c) [Existing Facilities] & §15302 [Replacement or Reconstruction]
() STATUTORY EXEMPTIONS: §15282(K) [Pipelines Less Than a Mile]

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review and determined the project meets the categorical exemption criteria set forth in the CEQA State Guidelines §15301(c) [EXISTING FACILITIES], which allows for the repair, maintenance, and minor alteration of existing highways and streets, sidewalks, gutters, and similar facilities, involving negligible or no expansion of the use beyond that existing at the time of the lead agency's determination; and §15302 [REPLACEMENT OR RECONSTRUCTION], which allows for the replacement or reconstruction of existing facilities, where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; and where the exceptions listed in CEQA Guidelines §15300.2 would not apply. This project would not impact sensitive resources.

LEAD AGENCY CONTACT PERSON: ANNA L. MCPHERSON, AICP

TELEPHONE: (619) 446-5276

IF FILED BY APPLICANT:

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

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

[Signature] /SENIOR PLANNER
SIGNATURE/TITLE

JUNE 20, 2014
DATE

CHECK ONE:
(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

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-Encrease bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
SUMMARY								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						Retention and/or Escrow Payment Schedule					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

APPENDIX D
LOCATION MAP

PREDESIGN LOCATION MAP
**REPLACE BARRIER RAIL
 ON BARNETT O/PCH**



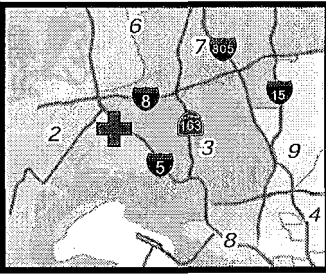
Project Implementation & Technical Services (PITS)
 CIP Preliminary Engineering & Program Coordination

PREDESIGN SENIOR
 NEVIEN ANTOUN
 (619) 533-4852

PREDESIGN PROJECT MANAGER
 NAZIE MANSURY
 (619) 533-3754

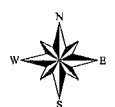
PREDESIGN PROJECT ENGINEER
 RAMIN ROSHDIEH
 (619) 533-4490

PREDESIGN DRAFTER
 SUSAN GRIEBENOW
 (619) 533-3652



Legend

-  **Replace Existing K- Rail and Guardrail
With New Concrete Barrier Rail**
-  **Replace Existing Crash Cushion**



No Scale

S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drafting\TEO Transportation\Replace Barrier Rail On Barnett\CIP Tracking\Location Maps

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APPENDIX E
SAMPLE OF PUBLIC NOTICES



PROJECT NAME

Trenching on your street is complete.

What you need to know:

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

Street resurfacing:

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

Estimated resurfacing completion on your street:

(Insert Date-Month and Year)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov



This information is available in alternative formats upon request.



APPENDIX F
TECHNICALS

TECHNICALS

1. CRASH CUSHION

The Crash Cushion for this project shall be Model 60T110WBC by Lindsay Transportation Solutions Sales and Services or an approved equal. All work shall be done in accordance with manufacturer's recommendations. A 6" thick concrete slab shall be provided under the Crash Cushion in accordance with manufacturer's recommendations. Please refer to attached sheets from the manufacturer.

2. WOOD RAILING DISPOSAL

All railing materials shall be disposed of offsite in a legal manner.

3. BARRIERS

Barriers on Bridge (North Side and South Side) and barriers on grade (Bid items 10, 11, and 12) shall be installed and furnished as shown on the Drawings and installed per the Greenbook.

4. PAYMENT

For the Lindsay Model 60T110WBC Crash cushion or approved equal bid item, payment shall be made on a lump sum, after completion of installation. This bid item shall include demolition of the existing sand barrel crash cushion and interfering pavement, construction of concrete slab, furnish and install Lindsay Model 60T110WBC crash cushion or approved equal, and construction of asphalt concrete pavement around the perimeter of the concrete slab.

ATTACHMENT F
INTENTIONALLY LEFT BLANK

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



Replace Barrier Rail on Barnett O/PCH

BID NO.: L-15-1241-DBB-2
SAP NO. (WBS/IO/CC): B-00869
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 2
PROJECT TYPE: IE

BID DUE DATE:

**1:30 PM
JULY 23, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

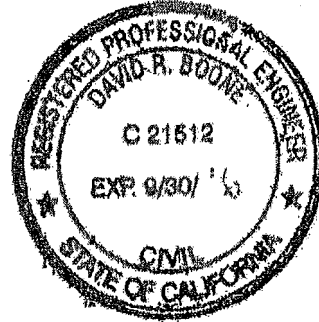
ENGINEER OF WORK

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

David R Boone
1) Registered Engineer

7-9-15
Date

Seal:



Jamal S. Baltia
2) For City Engineer

7/9/15
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. VOLUME 1

1. To Notice Inviting Bids, Item 25, Award of Contract or Rejection of Bids, page 11, Sub-item 25.5., **DELETE** in its entirety and **SUBSTITTUTE** with the following:

25.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracts no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3017, "Protests of Contract Award."

C. PLANS

1. To Drawings numbered 37991-1-D (G-1 Cover Sheet), 37991-2-D (D-1 Demolition Plan), and 37991-T01-D (T-01) through 37991-T13-D (T13), **DELETE** in their entirety and **REPLACE** with files located at FTP link listed below:

<ftp://ftp.sannet.gov/OUT/Barnett%20Barrier%20Replacement/Revised%20Plans%20Sheets/>

James Nagelvoort, Director
Public Works Department

Dated: *July 13, 2015*
San Diego, California

JN/RWB/egz

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

REPLACE BARRIER RAIL ON BARNETT O/PCH

BID NO.: L-15-1241-DBB-2
SAP NO. (WBS/IO/CC): B-00869
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 2
PROJECT TYPE: IE

BID DUE DATE:

**1:30 PM
JULY 23, 2015
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

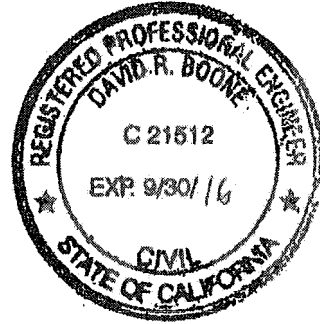
ENGINEER OF WORK

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

David A. Boone
1) Registered Engineer

7-14-15
Date

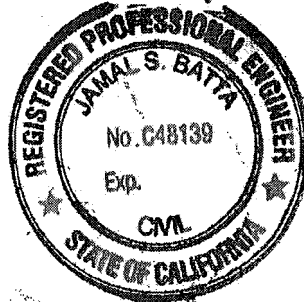
Seal:



Jamal S. Batta
2) For City Engineer

7/14/15
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. ADDENDUM

1. To Addendum A, page 11, Item 1, Sub-item 25.5., **DELETE** in its entirety and **SUBSTITUTE** with the following:

25.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with section 22.3017 of the San Diego Municipal Code.”

C. VOLUME 1

1. To Attachment E, Supplementary Special Provisions, **ADD** the following:

SECTION 300 – EARTHWORK

300-1.4 Payment. To the City Supplement, **ADD** the following:

7. Payment for the removal and disposal of the existing concrete barrier on bridge and barrier on grade shall be paid under bid item “Barrier Demolition and Removal” per unit price as specified in the bid and shall conform to Appendix G “CALTRANS STANDARD SPECIFICATIONS SECTION 15-4 BRIDGE REMOVAL”

2. To Attachment E, Supplementary Special Provisions, Section 7, Responsibilities of The Contractor, Item 7-3, Liability Insurance, **ADD** the following:

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

1. For contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), etc. by the Contractor) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require its Subcontractor keep in full force and effect, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate.
2. You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period

specified above, there will be no changes or endorsements to the policy that affect the specified coverage.

3. If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.
3. To Attachment E, Supplementary Special Provisions, page 47, Section 9, Measurement and Payment, Sub-item 9-3.1, General, **DELETE** in its entirety and **SUBSTITUTE** with the following:

9-3.1 General. To the City Supplement, first paragraph, ADD the following:

1. Payment for the relocation of roadway signs and delineators shall be paid for at the contract unit price as shown in the bid.
2. Payment for the "Protective Covers" shall be paid for per unit price as specified in the bid and shall conform to Appendix G "CALTRANS STANDARD SPECIFICATIONS SECTION 15-4 BRIDGE REMOVAL."
4. To Attachment E, Supplementary Special Provisions, page 50, Section 303 – Concrete and Masonry Construction, Sub-section 303-1.11, Payment, **DELETE** in its entirety and **SUBSTITUTE** with the following:

303-1.11 Payment. ADD the following:

Payment for the bridge concrete barriers per 37991-7-D to 37991-8-D and on grade barrier per 37991-4-D shall be paid for at the unit price as specified in the bid and shall include all work for the replacement as shown in the plans.

5. To Attachment E, Supplementary Special Provisions, Appendices, **ADD** "Appendix G, Caltrans Standard Specifications, Section 15-4 Bridge Removal", pages 5 through 9 of this Addendum.

C. VOLUME 2

1. To Bidding Documents, Proposal (Bid), pages 10 through 12, **DELETE** in their entirety and **SUBSTITUTE** with pages 10 through 12 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *July 14, 2015*
San Diego, California

JN/RWB/egz

APPENDIX G
CALTRANS STANDARD SPECIFICATIONS
SECTION 15-4 BRIDGE REMOVAL

SECTION 15

15-3.02 MATERIALS

Concrete materials include PCC, masonry, and mortared rubble masonry.

15-3.03 CONSTRUCTION

Remove concrete to a depth of at least 3 feet below finished grade unless described otherwise.

Bar reinforcement or other steel may be encountered in portions of concrete to be removed.

Existing concrete must be cut to a true line where new concrete is joined to existing concrete.

Where no joint exists between the concrete facility to be removed and concrete to remain in place, use a power-driven saw to cut the concrete on a neat line to a minimum depth of 2 inches before removing the concrete.

Where no joint exists between PCC pavement to be removed and concrete pavement to remain in place, use a power-driven saw to cut the pavement on a neat line to a minimum depth of 2 inches before removing the pavement. If there is overlying material on the pavement, remove it with the pavement.

Where concrete has been removed outside the roadway prism, the backfilled areas must be graded to drain and blend in with the surrounding terrain.

The floors of concrete basements, pits, and structures that are not required to be removed and that are located within the roadway must be broken so that water will not be trapped.

Where shattering concrete is described, shatter the concrete into pieces that are equal to or less than 2 feet in greatest dimension.

15-3.04 PAYMENT

Concrete is measured before starting removal.

If there is an item for the removal of a concrete facility that has portions below ground, the payment quantity includes the below-ground portion.

Payment for removing reinforcement and removing steel is included in the payment for the remove concrete involved. If there is no item for remove concrete, removing reinforcement and removing steel is included in the type of removal work involved.

15-4 BRIDGE REMOVAL

15-4.01 GENERAL

15-4.01A General

15-4.01A(1) Summary

Section 15-4 includes specifications for removing and disposing of bridges or portions of bridges.

Design and construct temporary support shoring, temporary bracing, and protective covers under section 48.

15-4.01A(2) Submittals

If required, submit a daily inspection report.

Submit a bridge removal work plan for each structure. Include details for the following:

1. Removal sequence, including staging of removal operations and equipment locations
2. Temporary support shoring or bracing
3. Locations where work is performed over traffic, utilities, or railroad property
4. Locations and types of protective covers
5. Protection of people, property, utilities, and improvements
6. Methods for preventing material, equipment, and debris from falling onto public traffic or railroad property

If protective covers are required or superstructure removal work is performed, bridge removal work plans must be (1) accompanied by substantiating calculations and (2) signed by an engineer who is registered as a civil engineer in the State.

SECTION 15

EXISTING FACILITIES

Calculations for bridge removal work plans must demonstrate the stability of the structure during each stage of removal. A stage is removal of (1) the deck, soffit, or girders in any span; or (2) walls, bent caps, or columns at support locations. Include dead and live loads used in the design of protective covers.

15-4.01A(3) Quality Control and Assurance

15-4.01A(3)(a) General

For bridge removal work plans signed by a registered engineer, the engineer signing the work plan must:

1. Be present at all times during bridge removal activities.
2. Prepare a daily inspection report for removal activities. The daily inspection report must describe work activities for each day and the condition of the remaining structure. A copy of the report must be available at the job site at all times.
3. Immediately submit a work plan for deviations from the authorized plan or unplanned events.

15-4.01A(3)(b) Design Criteria

For removal activities, the horizontal load to be resisted in any direction for temporary support shoring and temporary bracing must be (1) the sum of actual horizontal loads due to equipment, construction sequence, or other causes plus an allowance for wind and (2) not less than 5 percent of the total dead load of the structure being removed.

Temporary support shoring, temporary bracing, and protective covers over railroad property must (1) conform to guidelines of the railroad company involved and (2) provide the minimum clearances specified for railroad traffic.

15-4.01B Materials

Not Used

15-4.01C Construction

15-4.01C(1) General

Type and limits of removal are described.

15-4.01C(2) Preparation

15-4.01C(2)(a) General

The Engineer may require you to perform additional exploratory work of bridge members for unforeseen damage. This is change order work.

Temporary support shoring, temporary bracing, and protective covers must not encroach within 8 feet horizontally or 15 feet vertically of traffic lanes or shoulders open to public traffic.

15-4.01C(2)(b) Protective Covers

Provide protective covers for removal work over traffic or railroad property. Protective covers must:

1. Be constructed before starting removal activities.
2. Prevent any materials, equipment, or debris from falling onto traffic or railroad property.
3. Be supported using shoring, falsework, or the existing structure.
4. Provide the openings specified in section 12-4. If no openings are specified for bridge removal, provide a vertical opening of 15 feet and a horizontal opening of 32 feet for public traffic.
5. Be cleaned of debris and fines before being removed.

Design and construct protective covers, shoring, and falsework with sufficient strength and rigidity to support all imposed loads. Covers must be at least equal to 2-inch Douglas fir planking on posts at 5-foot centers.

At locations where only bridge railing is removed, protective covers must extend from the face of the exterior girder or at least 2 feet inside of the railing to be removed to at least 4 feet beyond the outside face of the railing.

At locations where entire girders are removed, protective covers must extend at least 10 feet beyond the outside face of the bridge railing.

SECTION 15


EXISTING FACILITIES

A separate protective cover is not required during removal of bridge segments if portions of the bridge satisfy the requirements for protective covers.

15-4.01C(3) Construction

15-4.01C(3)(a) General

Wherever complete bridges are removed, do not start removal activities until traffic is no longer carried on the bridge.

Before removing portions of monolithic concrete elements visible in the completed work, make a 1-inch  deep saw cut along neat lines around the perimeter of the concrete to be removed.

Repair or replace materials to be used in the reconstructed work that are damaged during work activities.


Remove piling, piers, abutments, and pedestals to 1 foot below the ground line or 3 feet below finished grade, whichever is lower.

Protect existing reinforcement to be incorporated into the new work from damage. Thoroughly remove all material adhering to the existing reinforcement before embedding it in new concrete.

You may use flame and saw cutting for removing, widening, or modifying bridges.

Do not use explosives.

Do not use the following for breaking or removing concrete attached to or supported by bridges:

1. Tools with a manufacturer's-rated striking energy of more than 1,200 ft-lb per blow 
2. Freely falling mass
3. Falling mass attached to a cable, rope, or chain

Do not use a freely falling mass or a falling mass attached to a cable, rope, or chain above any public space. Do not use falling masses within 30 feet horizontally of any public space without protective shields. Design protective shields as required by the equipment and activities being performed. Protective shields must be at least equal to 2-inch Douglas fir planking on posts at 5-foot centers.

Remove and stockpile salvaged materials under section 15-2.03.

You may dispose of broken concrete in embankments under section 15-3.

The Engineer may require you to remove existing footing concrete that is below ground and outside of the footing limits. This is change order work.

For bridge removal activities over or adjacent to roadways that are only closed to traffic when removal work is being performed, the following requirements apply:

1. Have all necessary personnel, materials, and equipment to complete the work onsite before closing the roadway. Perform activities without interruption until the roadway is reopened.
2. Perform bridge removal activities only when the roadway is closed to traffic except as specified for preliminary work.
3. During roadway closures, debris from bridge removal operations may fall directly onto the roadway if protection is furnished for highway facilities. Minimum protection for paved areas is a 2-foot thick earthen pad or a 1-inch thick steel plate placed over the impact area. Before reopening the roadway, all debris, protective pads, and devices must be removed and the roadway swept clean with wet power sweepers or equivalent methods.
4. For girder bridges, completely remove each girder within a span before starting removal of the adjacent girder.
5. For slab bridges, perform removal activities within a span along a front parallel with the primary reinforcing steel.
6. Protective covers are not required.

15-4.01C(3)(b) Preliminary Work

Preliminary work is limited to activities that (1) will not reduce the structural strength or stability of the bridge or bridge elements to a hazardous level as determined by the Engineer or (2) do not cause debris or any other material to fall onto the roadway.

You may use protective covers to perform preliminary work if covers support all loads and prevent dust and fine material from falling onto the traveled way.

Protective covers must extend 4 feet beyond the limit of the work being performed. Bottom slabs of box girders may be considered as protective covers for preliminary work performed on top slabs inside the limits of the exterior girders.

Use temporary support shoring and bracing during preliminary work if needed to ensure the stability of the bridge.

15-4.01D Payment

Not Used

15-4.02 ACCESS OPENINGS**15-4.02A General**

Section 15-4.02 includes specifications for (1) removing portions of bridges to provide cell access and (2) closing access openings.

15-4.02B Materials

Concrete must be rapid-setting concrete complying with section 15-5.02.

Reinforcement must comply with section 52.

Steel plates, hardware, and thread locking compound must comply with section 75-1.03.

15-4.02C Construction**15-4.02C(1) General**

Limits of removal shown are approximate. The Engineer authorizes removal limits before you start removal activities.

Saw cut concrete to a depth of 1 inch around removal limits before removing concrete.

Remove concrete and reinforcement to the limits shown. Paint exposed ends of the remaining reinforcement with 2 coats of organic zinc-rich coating under section 59-2.03C(2)(a).

Within cells where work activities are performed, remove existing formwork and concrete that interfere with the work. In cells that adjoin hinges, bent caps, or abutments, remove existing forms and sharp projections in the cell between the adjoined element and 5 feet past the access opening.

15-4.02C(2) Deck Access Opening

Reserved

15-4.02C(3) Soffit Access Opening

Seal access openings with access doors when cell access is no longer required.

15-4.02C(4) Soffit Access Extension

For bridge soffit access extensions, remove and replace concrete within the limits shown. You may reduce removal limits if authorized.

Reconstruct soffit concrete to the original dimensions when cell access is no longer required.

15-4.02C(5) Close Deck Access Opening

Temporarily close deck access openings that are not completed before the traffic lane is opened.

Temporary deck cover plates must (1) be in place over access openings when lanes are not closed to traffic and (2) remain in place until the concrete overlay closing the opening is placed.

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1.	1	LS	524126	2-4.1	Payment & Performance Bond	 	\$
2.	808	LF	237310	9-3.1	Temporary Traffic Striping	\$	\$
3.	1	LS	541330	7-10.2.6	Traffic Control	 	\$
4.	31	EA	237310	9-3.1	Concrete Barrier Delineator	\$	\$
5.	2	EA	237310	9-3.1	Relocate Roadway Sign	\$	\$
6.	1	LS	237310	9-3.4.1	Mobilization	 	\$
7.	1	AL		9-3.5	Field Orders - Type II	 	\$5,000.00
8.	126	SF	237310	302-6.8	Construct 2" Thick AC Pavement on Bridge Deck	\$	\$
9.	32	SF	237310	302-6.8	6" Concrete Pavement	\$	\$
10.	55	LF	237310	303-1.11	Barrier on Bridge Per Detail 1/37991-7-D (North Side)	\$	\$
11.	72	LF	237310	303-1.11	Barrier on Bridge Per Detail 2/37991-7-D (South Side)	\$	\$
12.	359	LF	237310	303-1.11	Barrier on Grade Per Detail 3/37991-4-D	\$	\$
13.	25	LF	237310	304-2.2.3	Modified Single Thrie Beam Barrier	\$	\$
14.	25	LF	237310	304-2.2.3	Modified Metal Beam Guard Railing Transition	\$	\$
15.	32	LF	237310	304-2.2.3	Thrie Beam to Metal Beam Guard Railing Transition	\$	\$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
16.	195	LF	238210	307-2	Construct Electrical Conduit for Street Lighting	\$	\$	
17.	852	LF	237310	314-4.3.7	Striping (Traffic Stripe Paint)	\$	\$	
18.	1	LS	541330	701-13.9.5	Water Pollution Control - Development	 	\$	
19.	1	LS	237310	701-13.9.5	Water Pollution Control - Implementation	 	\$	
20.	1	LS	237310	Appendix F	Lindsay MODEL 60T110WBC - Crash Cushion	 	\$	
21.	1	LS	238910	300-1.4	Barrier Demolition and Removal	 	\$	
22.	1	LS	237310	9-3.1	Protective Covers	 	\$	
ESTIMATED TOTAL BASE BID:							\$	

TOTAL BID PRICE FOR BID (Items 1 through 22, 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: _____

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

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

Bidder: _____

Title: _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

Signature: _____

NOTES:

- A. The City shall determine the low Bid based on the Base Bid 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
- I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.be considered unless called for.

WLBV
LICAV
(JS)

City of San Diego

CONTRACTOR'S NAME: Atlas Development
ADDRESS: 991C Lomas Santa Fe Dr #115 Solana Beach 92075
TELEPHONE NO.: 619-200-0902 FAX NO.: 858-350-9337
CITY CONTACT: DAMIAN SINGLETON, Contract Specialist, Email: Dsingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633
MAshrafzadeh/RWBustamante/egz

CONTRACT DOCUMENTS



FOR

Replace Barrier Rail on Barnett O/PCH

VOLUME 2 OF 2

BID NO.: L-15-1241-DBB-2
SAP NO. (WBS/IO/CC): B-00869
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 2
PROJECT TYPE: IE

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY .
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP
- THIS IS A PROP 42 REPLACEMENT FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA.

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

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

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

1. Bid/Proposal..... 3

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 13

8. Form AA40 - Named Equipment/Material Supplier List 14

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

BIDDING DOCUMENTS

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

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

Full Name and Character of partner

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

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Atlas Development

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

MAtefi
(Signature)

Mark Atefi
(Printed Name)

President
(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 991C Lomas Santa Fe Dr #115

(5) City and State Solana Beach CA Zip Code 92075

(6) Telephone No. 619-200-0902 Facsimile No. 858-350-9337

(7) Email Address Mark.atefi@atlas-corp.net

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 & B

LICENSE NO. 858038 EXPIRES 4-30-2017

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

1000003093

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: _____

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

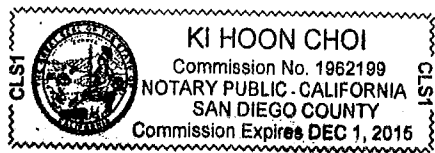
Signature [Handwritten Signature] Title Vice President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 13 DAY OF July, 2015

Notary Public in and for the County of San Diego, State of California

[Handwritten Signature]

(NOTARIAL SEAL)



BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That Atlas Development Corporation as Principal, and Great American 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

Bid No. L-15-1241-DBB-2; Replace Barrier Rail on Barnett O/PCH

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 8th day of July, 20 15

Atlas Development Corporation (SEAL)
(Principal)

Great American Insurance Company (SEAL)
(Surety)

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Tara Bacon, 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)

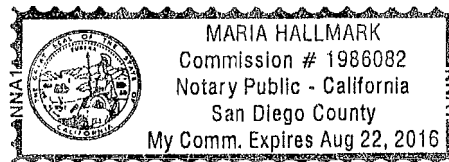
On July 8, 2015 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

personally appeared Tara Bacon
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  (Seal)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 14839

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DALE G. HARSHAW	KYLE KING	ALL
GEOFFREY SHELTON	JOHN R. QUALIN	\$75,000,000.00
TARA BACON	SAN DIEGO, CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of APRIL, 2013
GREAT AMERICAN INSURANCE COMPANY



My L C B

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of APRIL, 2013, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of July, 2015



My L C B

Assistant Secretary

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

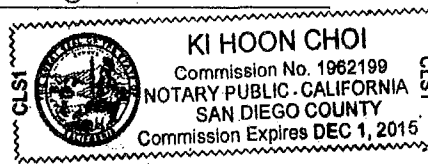
State of California)
) ss.
County of San Diego)

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

Signed: [Signature]
Title: Vice President

Subscribed and sworn to before me this 13 day of July, 2015.

Notary Public
(SEAL)



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: Atlas Development

Certified By Mark Atefi Title President
Name

M Atefi Date _____
Signature

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: Atlas Development Contact Name: Mark Atefi
 Company Address: 991C Lomas Santa Fe Dr #115 Contact Phone: 619-200-0902
Solana Beach CA 92075 Contact Email:

CONTRACT INFORMATION

Contract Title: RePlace Barrier Rail on Barnett Start Date:
 Contract Number (if no number, state location): L-15-1241-DBB-2 End Date:

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.

Mark Atefi / Pres. _____ M. Atefi _____
 Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

(Rev 02/15/2011)

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1.	1	LS	524126	2-4.1	Payment & Performance Bond	 	\$ 6,000.00
2.	808	LF	237310	9-3.1	Temporary Traffic Striping	\$ 10.00	\$ 8,080.00
3.	1	LS	541330	7-10.2.6	Traffic Control	 	\$12,000.00
4.	31	EA	237310	9-3.1	Concrete Barrier Delineator	\$ 50.00	\$ 1,550.00
5.	2	EA	237310	9-3.1	Relocate Roadway Sign	\$ 600.00	\$ 1,200.00
6.	1	LS	237310	9-3.4.1	Mobilization	 	\$ 15,000.00
7.	1	AL		9-3.5	Field Orders - Type II	 	\$5,000.00
8.	126	SF	237310	302-6.8	Construct 2" Thick AC Pavement on Bridge Deck	\$ 20.00	\$ 2,520.00
9.	32	SF	237310	302-6.8	6" Concrete Pavement	\$ 75.00	\$ 2,400.00
10.	55	LF	237310	303-1.11	Barrier on Bridge Per Detail 1/37991-7-D (North Side)	\$ 350.00	\$ 19,250.00
11.	72	LF	237310	303-1.11	Barrier on Bridge Per Detail 2/37991-7-D (South Side)	\$ 350.00	\$ 25,200.00
12.	359	LF	237310	303-1.11	Barrier on Grade Per Detail 3/37991-4-D	\$ 330.00	\$ 118,470
13.	25	LF	237310	304-2.2.3	Modified Single Thrie Beam Barrier	\$ 262.00	\$ 6,550.00
14.	25	LF	237310	304-2.2.3	Modified Metal Beam Guard Railing Transition	\$ 262.00	\$ 6,550.00
15.	32	LF	237310	304-2.2.3	Thrie Beam to Metal Beam Guard Railing Transition	\$ 262.00	\$ 8,384.00

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
16.	195	LF	238210	307-2	Construct Electrical Conduit for Street Lighting	\$ 20.00	\$ 3900.00	
17.	852	LF	237310	314-4.3.7	Striping (Traffic Stripe Paint)	\$ 9.00	\$ 7,668.00	
18.	1	LS	541330	701-13.9.5	Water Pollution Control - Development		\$ 720.00	
19.	1	LS	237310	701-13.9.5	Water Pollution Control - Implementation		\$ 1440.00	
20.	1	LS	237310	Appendix F	Lindsay MODEL 60T110WBC - Crash Cushion		\$ 44,400.00	
21.	1	LS	238910	300-1.4	Barrier Demolition and Removal		\$ 24,000.00	
22.	1	LS	237310	9-3.1	Protective Covers		\$ 2,400.00	
ESTIMATED TOTAL BASE BID:							\$322,682.00	<i>JE</i>

TOTAL BID PRICE FOR BID (Items 1 through 22, inclusive) amount written in words:

Three hundred twenty two thousand six hundred eighty two dollars

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

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

Mark Atafi

Zohreh Sadatrafiei

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: Mark Atefi

Title: President

Business Address: 991C Lomas Santa Fe Dr #115 Solana Beach CA 92075

Place of Business: Solana Beach

Place of Residence: San Diego

Signature: M Atefi

NOTES:

- A. The City shall determine the low Bid 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.
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- 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
- I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.be considered unless called for.

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 ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Payco Specialties Inc.</u> Address: <u>120 N Second Ave</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>61422-9204</u> Email: <u>Dora@Payco.biz</u>	Contractor	298637	striping	\$12,962.00			✓
Name: <u>Ferreira Construction Inc.</u> Address: <u>5128 Vista Del Rio Ave</u> City: <u>Chino</u> State: <u>CA</u> Zip: <u>91710</u> Phone: <u>909-606-5900</u> Email: _____	Contractor	985180	Gard rail	\$16,400.00			✓

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

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

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

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

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

BIDDING DOCUMENTS

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: _____						

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

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

[ⓑ] As appropriate, Bidder shall indicate if Vendor/Supplier is 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 |

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