

# City of San Diego

CONTRACTOR'S NAME: SRM CONTRACTING AND PAVING

ADDRESS: 7192 Mission Gorge Rd, San Diego, CA 92120

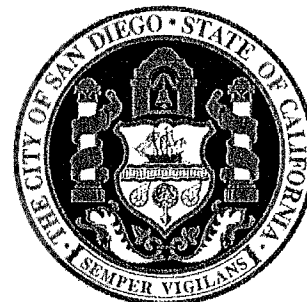
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I.Shamoun/BDoringo/Lad

## CONTRACT DOCUMENTS



## FOR

Asphalt Overlay Group 1502

**ORIGINAL**

VOLUME 1 OF 2

BID NO.: K-15-1351-DBB-3

SAP NO. (WBS/IO/CC): B-15130

CLIENT DEPARTMENT: 2116

COUNCIL DISTRICT: CITYWIDE

PROJECT TYPE: ID

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE  FEDERAL
- APPRENTICESHIP
- THIS IS A TRASNET, PROP A AND PROP 42 FUNDED CONTRACTS THROUGH THE STATE OF CALIFORNIA.

**BID DUE DATE:**

2:00 PM

MARCH 5, 2015

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14<sup>th</sup> 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:

Walter C. Geffrom III  
For City Engineer

1/28/2015 Seal  
Date



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# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work on **Asphalt Overlay Group 1502** (Project).
2. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
3. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
4. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
  - 4.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	<b>5.1%</b>
2. ELBE participation	<b>10.0%</b>
3. Total mandatory participation	<b>15.1%</b>
  - 4.2. The Bidders are encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <http://www.sandiego.gov/eoc/>
  - 4.3. The Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions:
    - 4.3.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
    - 4.3.2. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

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

**5. PRE-BID MEETING:**

5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracts, Conference Room at 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101 at **10:00 A.M.**, on **February 11, 2015**.

5.2. All potential bidders are encouraged to attend.

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

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

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

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

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

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

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

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

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

**8.8. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**8.9. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**8.10. Labor Compliance Program.** The City has its own Labor Compliance Program as authorized by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred.

**9. BIDDERS MUST REGISTER WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR):** Pursuant to Labor Code section 1725.5 (with limited exceptions under Labor Code section 1771.1(a)):

**9.1.** No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations.

**9.2.** No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial

**9.3.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**10. INSURANCE REQUIREMENTS:**

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

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

**11. PREQUALIFICATION OF CONTRACTORS:**

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

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

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

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

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

**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, 14<sup>th</sup> 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% of the 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. OPTION TO RENEW:**

- 31.1.** The City of San Diego expects to have additional miles of streets Slurry Coated by contract with additional funding this fiscal year or next fiscal year. The City of San Diego reserves the right to exercise one option to renew this contract at the City's sole discretion under the terms and conditions herein stated, with the work to be performed commencing no later than 60 days after completion of the original contract work. The option to renew must be exercised by the City within 365 days after the date of the bid opening for this project. By submitting this bid, the bidder agrees that it shall not decline the City's option to renew.
- 31.2.** The option to renew, if exercised, will be for one or more of the line items noted above as determined by the City, for quantities to be specified by the City that will be within [+/- 25%] of the quantities listed, with the total price to be adjusted in proportion to the quantities specified. The time for performance of the additional work shall be the same as the time for completion of the original contract work, adjusted proportionately by the amount of the additional work compared to the amount of the original contract work.
- 31.3.** The option to renew shall be made at the bid pricing structure of the Bidder's original bid. In the event that the California Statewide Paving Asphalt Price Index (Index) has changed plus or minus ( $\pm$ ) 10% between the date of Bid opening ("Bid Opening Date") and the date the option to renew is exercised by the City ("Option Exercise Date"), the City may, at the Bidder's request, and at the City's sole discretion, grant a change to the pricing structure commensurate with the percentage change in the Index.
- 31.4.** If deemed necessary by the City, the option to renew will be exercised in writing by the City within 1 year of the date of the Bid opening for this project. The following conditions apply to the option to renew:
1. The total price of the option to renew shall not exceed the original contract amount. The option to renew will be for one or more of the listed Bid items as determined by the City, for quantities to be specified by the City that will be within twenty five percent ( $\pm$  25%) of the quantities listed in the Bid.
  2. The increase in lump sum Bid amounts e.g., bond, mobilization, storm water protection, and traffic control shall be in proportion to the amount of the added quantities. Allowance Bid items have been provided for this purpose where needed.
  3. The Contract Time to perform the additional Work will be the same as for the original Work, adjusted proportionately to the amount of the added Work compared to the amount of the original Work.
  4. The Retention for both original and added Work will be administered in accordance with 9-3.2, "Partial and Final Payment."
  5. A separate NTP will be issued for the added Work.
  6. A separate NOC may be filed for the added Work if the time between completion of the original Work and the commencement of the added Work exceeds 60 days.

31.5. The option to renew may be declined by the Bidder only if the California Statewide Paving Asphalt Price Index has increased by more than 10% from the date of Bid opening to the date the option to renew is exercised by the City.

**32. REQUIRED DOCUMENT SCHEDULE:**

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

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

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance



# CONTRACT FORMS

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## CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and SRM CONTRACTING AND PAVING, herein called "Contractor" for construction of Asphalt Overlay Group 1502; Bid No. K-15-1351-DBB-3; in the amount of ELEVEN MILLION FOUR HUNDRED SIX THOUSAND SIX HUNDRED FORTY FOUR DOLLARS AND ZERO CENTS (\$11,406,644.00), which is comprised of the Base Bid only.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled Asphalt Overlay Group 1502, on file in the office of the Public Works Department as Document No. B-15130, 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 Asphalt Overlay Group 1502; Bid Number K-15-1351-DBB-3, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

**CONTRACT FORMS  
AGREEMENT**

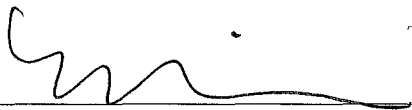
**CONTRACT FORMS (continued)**

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**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 

Mara W. Elliott, City Attorney

By 

Print Name: \_\_\_\_\_

Print Name: RYAN GERRITY


Marnell Gibson  
Assistant Director  
Public Works Department

Deputy City Attorney

Date: 04/13/17

Date: 4/20/17

**CONTRACTOR**

By 

Print Name: Arnold Veldkamp

Title: Secretary

Date: 2/8/17

City of San Diego License No.: B1982002304

State Contractor's License No.: 626277

**CONTRACT FORMS  
ATTACHMENTS**

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

---

**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

Superior Ready Mix Concrete L.P. dba  
SRM CONTRACTING AND PAVING, a corporation, as principal, and  
Nationwide Mutual 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  
ELEVEN MILLION FOUR HUNDRED SIX THOUSAND SIX HUNDRED FORTY FOUR  
DOLLARS AND ZERO CENTS (\$11,406,644.00) for the faithful performance of the annexed  
contract, and in the sum of ELEVEN MILLION FOUR HUNDRED SIX THOUSAND SIX  
HUNDRED FORTY FOUR DOLLARS AND ZERO CENTS (\$11,406,644.00) for the benefit of  
laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract Asphalt Overlay Group 1502;  
Bid Number K-15-1351-DBB-3, San Diego, California then the obligation herein with respect to a  
faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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

Dated February 8, 2017

Approved as to Form

Superior Ready Mix Concrete L.P. dba  
SRM Contracting & Paving  
Principal

By 

Arnold Veldkamp, Secretary  
Printed Name of Person Signing for Principal


Mara W. Elliott, City Attorney

By   
Deputy City Attorney

Nationwide Mutual Insurance Company  
Surety

By   
Keith E. Clements, Attorney-in-fact

Approved:

By: 

Marnell Gibson  
Assistant Director  
Public Works Department

PO Box 1820  
Local Address of Surety

La Mesa, CA 91944  
Local Address (City, State) of Surety

619-668-6543  
Local Telephone No. of Surety

Premium \$ 44,650.00

Bond No. Bd 753311

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Farmland Mutual Insurance Company, an Iowa corporation  
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation  
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Keith E. Clements La Mesa, CA

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Twelve Million and no/100

\$12,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13<sup>th</sup> day of February, 2014.

**Terrance Williams, President and Chief Operating Officer** of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and **Vice President** of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

### ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss  
On this 13<sup>th</sup> day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz  
Notarial Seal - Iowa  
Commission Number 152785  
My Commission Expires March, 24, 2017

*Sandy Alitz*  
Notary Public  
My Commission Expires  
March 24, 2017

### CERTIFICATE

I, Robert W Horner III, Assistant Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seals of said Companies this 8<sup>th</sup> day of February, 20 17 .

*Robert W Horner III*  
Assistant Secretary

This Power of Attorney Expires March 24, 2017

## ACKNOWLEDGMENT

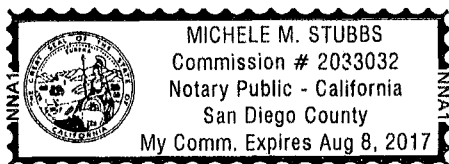
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

On February 8, 2017 before me, Michele M. Stubbs, Notary Public, personally appeared Arnold Veldkamp, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.



Michele M. Stubbs



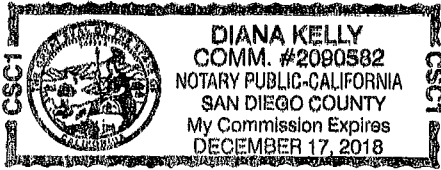
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## ACKNOWLEDGMENT

State of California  
County of San Diego

On February 8, 2017 before me, Diana Kelly, Notary Public, personally appeared Keith E. Clements 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.

Diana Kelly

## CONTRACTOR CERTIFICATION

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### DRUG-FREE WORKPLACE


PROJECT TITLE: Asphalt Overlay Group 1502

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;

SRM Contracting and Paving  
(Name under which business is conducted)

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

Signed



Printed Name

Arnold Veldkamp

Title

Secretary

## CONTRACTOR CERTIFICATION

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

PROJECT TITLE: Asphalt Overlay Group 1502

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;

SRM Contracting and Paving  
(Name under which business is conducted)

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

Signed



Printed Name

Arnold Veldkamp

Title

Secretary

## CONTRACTOR CERTIFICATION

### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Asphalt Overlay Group 1502

I declare under penalty of perjury that I am authorized to make this certification on behalf of SRM Contracting and Paving, 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 8 Day of February, 2017.

Signed



Printed Name

Arnold Veldkamp

Title

Secretary

**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:

**Asphalt Overlay Group 1502**

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-15-1351-DBB-3**; SAP No. (WBS/IO/CC) **B-15130**; 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:** Asphalt Overlay Group 1502 involves furnishing all labor, materials, equipment, services and construction, which include placement of asphalt concrete, replacing traffic signals detection loops and stub outs, adjustment of city manhole and gate valve covers, cold milling, pavement base repair, installation of curb ramps to meet ADA requirements, street and sidewalk sweeping, tree trimming, replace traffic striping and markings / legends, possible night and weekend work, traffic control drawings & permits, storm drain inlet protection and the installation of inlet markers, and sediment control.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids, inclusive.
2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$11,500,000**.
3. **LOCATION OF WORK:** See Appendix E, Asphalt Overlay Group 1502 Project List.
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **210 Working Days**.
5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate licenses at the time that the Bid is submitted. Failure to possess the specified licenses shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required licenses at the time of Bid.

5.1. The City has determined the following licensing classifications for this contract:

Option	Classifications
1	CLASS A
2	CLASS C12

5.2. The Bidder shall satisfy the licensing requirement by meeting **at least** one of the listed options.



**ATTACHMENT B**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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

### **D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

#### **1. Nondiscrimination in Contracting Ordinance.**

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

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

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

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

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.

4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:

1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.

2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.

3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.

4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.

5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.

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

**ATTACHMENT D**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

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

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

#### **1-2 TERMS AND DEFINITIONS.**

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

The Normal Working Hours are 7:30 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.

### **SECTION 4 - CONTROL OF MATERIALS**

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

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

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

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

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



## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

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

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

### **7-3.1**            **Policies and Procedures.**

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

### **7-3.2**            **Types of Insurance.**

#### **7-3.2.1**            **Commercial General Liability Insurance.**

1.        Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2.        The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

**7-3.2.2 Commercial Automobile Liability Insurance.**

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

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

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

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

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

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance**

**7-3.5.1.1 Additional Insured.**

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

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

**7-3.5.1.3 Project General Aggregate Limit.**

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

**7-3.5.2 Commercial Automobile Liability Insurance.**

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

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

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

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

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

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

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

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

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

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

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

7-4.1.1 **Waiver of Subrogation.**

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

7-8.6 **Water Pollution Control.** ADD the following:

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

**7-10.2.5 Traffic Control Signs and Notices for Resurfacing and Slurry Sealing.** To the City Supplement, item 1, ADD the following:

For each street segment in addition to resurfacing and slurry sealing, the Contractor shall post "NO PARKING" for any required preparatory work such as, but not limited to, damaged asphalt pavement replacement (mill & pave), crack seal, and tree trimming.

**7-10.5.3 Steel Plate Covers.** Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".

**7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

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

**ADD:**

**7-16**

**COMMUNITY OUTREACH.**

**7-16.1**

**General.**

1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. The Contractor will perform the community outreach activities required throughout the Contract Time.
3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project. Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDShare site:

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

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

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

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

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

All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.
6. **When specified**, present your Exclusive Community Liaison to the Engineer, in writing, within 15 days of the award of the Contract.

#### 7-16.2

#### Submittals.

1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
  - a. Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval.
  - b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer.
2. The Contractor will use the City's SDSHare site to identify and summarize communications (via phone, in person, and email) with the public the within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDSHare site copies of all written, electronic, and verbal communications and conversations with the public.

**7-16.3 Public Notice by Contractor.**

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

**7-16.4 Quality Assurance.**

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

**7-16.5 Communications with the Public.**

1. The Contractor shall provide updates on construction impacts to the Resident Engineer. The Contractor shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
2. The Contractor shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
3. At the request of the Resident Engineer, the Contractor shall attend and participate in project briefings at community meetings.
4. The Contractor shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

**7-16.6****Communications with Media.**

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

**7-16.7****Exclusive Community Liaison Services.**

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

1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
2. Notify businesses, institutions, property owners, and residents of the commencement of construction activities and utility service interruptions not less than 5 days in advance.
3. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
4. Prepare and present of materials in coordination with the Resident Engineer (the City's standards and guidelines for the communication materials are available for review by Bidders by sending a request to the Contract Specialist).



5. Respond to community questions and complaints related to Contractor activities.
6. Write, edit, update, or produce brochures, pamphlets and news releases.
7. Provide standard telephone inquiries and e-mail responses:
  - a) Respond to telephone calls and e-mails from the public.
  - b) Record calls and e-mails on the City's SDSShare site.
8. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
9. Attendance at pre-construction, community and stakeholders meetings.

**7-16.7.1 Exclusive Community Liaison Work Plan.** The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) **as specified** within 15 days of the Award of the Contract.

**7-16.8 Payment.** The Payment for the community outreach and public notices is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services."

**7-20 ELECTRONIC COMMUNICATION.** ADD the following:

Virtual Project Manager will be used on this contract.

### **SECTION 9 - MEASUREMENT AND PAYMENT**

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

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

**ADD:**

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

### **SECTION 302 – ROADWAY SURFACING**

**302-1.9 Traffic Signal Loop Detectors.** To the City Supplement, item 2, DELETE and SUBSTITUTE with the following:

2. Traffic detector loops shall be reinstalled prior to resurfacing of the related street within 3 days from completion of all preparatory work including milling, cutting and grinding. The contractor has the option of, at no additional cost to the City, installing the traffic detector loops on top of the new pavement per City Supplement section 209-5.1. The Contractor shall contact the City of San Diego's Street Division, Traffic Signal Maintenance at 619-527-8052 north of interstate 8 or 619-527-8053 south of Interstate 8 to request loop layout.

**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.
  - e) Base Repairs with RAC. Areas where failed paving is removed either by cold milling or by excavation shall be restored to existing pavement grade with ¾" RAC at 8" depth unless otherwise directed by the engineer. These areas have been marked on the street as "DO". The asphalt concrete shall be B3-PG 64-10 as specified in 400-4, "Asphalt Concrete". Preliminary quantities are identified in the Contract Appendix but may need to be increased and approved by the Engineer at the time of construction. Base repairs shall not exceed 10% RAP in content.

- f) **Unscheduled Base Repair with RAC.** If paving operations cause damage outside of the contractor's control and require additional base repair, the areas shall be removed either by cold milling or by excavation and shall be restored to existing pavement grade with ¾" RAC at 8" depth unless otherwise directed by the engineer. The asphalt concrete shall be B3-PG 64-10 as specified in Section 400- 4, "Asphalt Concrete". Unscheduled base repairs shall not exceed 15% RAP.
- g) A base repair is considered unscheduled when it is not identified on the pavement with a "DO" or when the contractor is directed by the engineer to perform a base repair for the proper placement of an asphalt overlay.

**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 25% 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".

**302-5.5 Distribution and Spreading.** To the City Supplement, Item 18, DELETE and SUBSTITUTE with the following:

18. The resurfacing shall consist of either cold milling the existing asphaltic concrete to a minimum depth of 1.5" for residential or local streets or a minimum of 2" for non residential and local streets, then inlaying new asphaltic concrete upon the existing roadbed at 2" for residential streets and 3" for non residential streets or applying asphaltic concrete upon the existing roadbed at a 1 ½" thickness. The asphalt concrete to be used for 1.5" overlay and 2" or 3" inlay shall be ½" Type III C2-PG 64-10-RAP. See City Supplement, section 400-4.3. Street sections to be paved shall be marked in the field as "F/W (1 to 2" Full Width Grind)" or "AC (1 ½" Asphalt Overlay)".

Cold milling along the edges of existing concrete curb and/or gutter shall be in accordance with City of San Diego Standard Drawing SDG-106.

In the event the work order for a particular street section calls for a full width cold milling depth greater than 1", the greater milling depth specified shall govern.

**302-5.9 Measurement and Payment.** To the City Supplement and GREENBOOK, DELETE in its entirety and SUBSTITUTE with the following:

All Asphalt Concrete Pavement, Asphalt Concrete Inlay, Pavement Repair, and Base Repair will be paid for at the Contract Unit Price per ton (tonne), as shown in the Bid List. Such price shall constitute full compensation for the preparation of subgrade, milling of existing pavement, header cuts, material disposal, hauling, applying tack coat, placement of material, compaction, and all other necessary work associated with each bid item.

When payment is to be made on a tonnage basis, the Contractor shall furnish to the Engineer at the time of delivery of the material to the Work site a legible copy of a licensed weighmaster's certificate showing gross, tare, and net weights of each truckload of asphalt concrete mixture. When an automatic batching system is used, the licensed weighmaster's certificate may show only the net weight of material in the truck load. Failure of the Contractor to provide a certificate to the Engineer by the end of the day on which the material represented by such certificate is delivered to the job site may, at the discretion of the Engineer, result in the forfeiture of all payment for such material, including any labor and equipment costs included in the price for furnishing and placing the asphalt concrete.

**302-7.2.1 General.** To the City Supplement, ADD the following:

4. The surface on which the engineered paving mat is to be placed shall receive a minimum ½" Leveling Course. All areas which the engineered paving mat has been placed shall be paved during the same day, unless approved by the Engineer.

**302-7.4 Payment.** DELETE in its entirety, and SUBSTITUTE with the following:

Payment for pavement fabric shall be made at the Contract Unit Price per square foot.

The Contract Unit Price for pavement fabric shall include cleaning of the existing pavement, tack coat, calibration of the truck mounted spray unit, and furnishing and placing the Non-woven Fiberglass/Polyester Interlayer Paving Mat .

Pavement for spreading of asphalt concrete over the fabric/mat shall be considered as included in the Contract Unit Price for asphalt concrete.

Payment for the AC asphalt leveling course shall be included in the bid item for Asphalt Concrete ½" Leveling Course.

**SECTION 400- ALTERNATE ROCK PRODUCTS, ASPHALT CONCRETE, PORTLAND CEMENT CONCRETE, AND UNTREATED BASE MATERIAL**

**400-4.1**      **General.** To the GREENBOOK and City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Asphalt concrete shall be a mixture of mineral aggregate and up to 25 percent reclaimed asphalt pavement (RAP) with paving asphalt conforming to 203-6.1 at a central mixing plant. RAP shall conform to 203-7.2.2, except the viscosity of RAP asphalt recovered in accordance with ASTM D 1856 (Absorption Recovery Method) will not be required. RAP asphalt content may be determined in accordance with California Test 382, except the aggregate correction factor shall not be applied. The Contractor shall submit for approval, mix designs for C2 PG 64-10 (1/2") and B3 PG 64-10 (3/4") asphalt concrete. Asphalt concrete mix designs shall be submitted to the City Materials Testing Laboratory for approval. Once the City has approved a mix design, the asphalt binder content shall be within 0.5% of identified target binder contents for each mix design submitted. Unless otherwise specified, PG64-10 paving grade asphalt shall be used for Type III asphalt concrete, and PG70-10 paving grade asphalt shall be used for asphalt concrete dikes.

**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**



**APPENDIX A**  
**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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

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

#### 4. POLICY

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

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

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

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

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

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

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

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

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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



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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

**Larry Gardner  
Water Department Director**

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

#### **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX B**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## Materials Typically Accepted by Certificate of Compliance

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



**APPENDIX C**  
**SAMPLE CITY INVOICE**

City of San Diego, Field Engineering Div., 9485 Acero 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#:				Contract 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						
<b>CHANGE ORDERS</b>											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Increase bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
<b>SUMMARY</b>								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						<b>Retention and/or Escrow Payment Schedule</b>					
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**

**SUPPLEMENTARY SPECIAL PROVISIONS TO THE DEPARTMENT OF  
TRANSPORTATION STANDARD SPECIFICATIONS**

**SUPPLEMENTARY SPECIAL PROVISIONS TO THE DEPARTMENT OF  
TRANSPORTATION STANDARD SPECIFICATIONS**

**2010 Edition**

**SECTION 84: TRAFFIC STRIPES AND PAVEMENT MARKINGS**

**84-1.03A      General.** ADD the following:

Prior to eradication of existing striping and pavement markings, the contractor shall be responsible for developing and recording control points to re-establish the existing traffic striping and pavement markings. The Contractor shall prepare and submit, for the Engineer's approval, a video recording of all existing improvements, including striping and pavement markings, with sufficient detail to reestablish the existing traffic striping and pavement markings in accordance with City Supplement Section 7-9.1. The Contractor shall provide striping and pavement marking plans to the Resident Engineer a minimum two weeks prior to the start of the PCC Panel Replacement. The Contractor shall be responsible for verifying the striping and pavement marking quantities.

**84-1.03C      TOLERANCES AND APPEARANCE.** ADD the following:

Striping of lane lines and centerlines shall conform to the California MUTCD for the lowest speed of the right-of-way regardless of the speed for the road segment being striped.

**84-2.02      MATERIALS.** ADD the following:

All Pavement markings shall be installed with yellow or white preformed thermoplastic, extruded thermoplastic, or spray thermoplastic. Extrude thermoplastic shall be PTH02ALKYD or equivalent and subject to approval by the Engineer. Products used must be on the State of California, Department of Transportation (Caltrans) Prequalified and Tested Signing and Delineation Materials list. The stencils or preformed pavement markings shall conform to drawings A24 A-F of the Standard Plans of the State of California Department of Transportation, 2010 Edition. Stencils shall be approved by the Engineer prior to use on the contract. Thermoplastic products must be installed in accordance with manufacturer's specifications.

For this contract, the glass beads shall conform to State Specification No. 8010-21C-22 (Type II).

**84-1.03E      Application of Stripes and Markings.** ADD the following:

All crosswalk lines, limit lines, and pavement legends (except within a bike lane) shall be thermoplastic in accordance with these Specifications. At no time shall thermoplastic pavement markings be located within designated bike lanes.

The Contractor shall install all required thermoplastic pavement markings, including limit lines, within five (5) calendar days after the day on which the concrete is placed.

Pavement markings shall be applied after a minimum of one coat of traffic striping has been applied to ensure proper placement.

**84-2.04**      **PAYMENT.** ADD the following:

All work, materials, labor, costs, and time associated with removing and applying thermoplastic pavement markings shall be included in the lump sum bid item for "Remove and Replace Traffic Striping and Pavement Markings."

**84-3.02A**      **General.** ADD the following:

For this contract, paint for traffic stripes shall be State of California Department of Transportation Specification PTWB-01 for Paint, Waterbourne Traffic Line, White, Yellow, and Black. Samples of paint will be collected randomly in the field for testing by the Engineer. If the paint is found to contain lead or any lead compound, the Contractor shall, at its own expense, neatly and thoroughly remove any and all lead or lead compound bearing markings (both stripes and/or pavement markings) from the road surface. Any waste material generated as a result of the aforesaid removal operation shall be considered as Hazardous Material and shall be disposed of, at the Contractor's expense, in conformance to all applicable State and Federal laws. Certification of said disposal shall be provided to the Engineer.

In the event that air pollution control requirements change, the Contractor shall use a lead-free paint product that conforms to the most current State Specifications that satisfy the requirements.

The State Specification No. for glass beads is amended to read "8010-21C-22 (Type II)".

**84-3.03**      **CONSTRUCTION.** ADD the following:

The first coat of paint for traffic striping shall be applied within five calendar days after the day on which the concrete is placed. The second coat of paint for traffic striping may be applied the same day as the first coat, if the first coat of paint is dry. If the first coat of paint is not dry, the second coat of paint shall be applied no later than five calendar days after the day on which the concrete is placed.

In the event traffic striping or pavement marking is not applied within the time restraints specified in this contract, the City may suspend or cease resurfacing operations until such time all required traffic striping and pavement marking has been properly applied, to the satisfaction of the Engineer. For each road segment, all traffic striping shall be completed prior to the installation of raised pavement markers.

The Contractor shall be responsible for maintaining safe traffic operations through the work area.

**84-3.04**      **PAYMENT.** ADD the following:

All work, materials, labor, costs, and time associated with replacing traffic striping shall be included in the unit bid item for "Remove and Replace Traffic Striping and Pavement Markings".

## SECTION 85: PAVEMENT MARKERS

### 85-1.02A General. ADD the following:

All references herein to the term “reflective” pavement markers shall refer to the term “retroreflective” pavement markers as the term is used in the Standard Specifications. For the purposes of this project, the two terms are considered interchangeable.

The Resident Engineer shall not be precluded from sampling and testing products appearing on the State of California, Department of Transportation Pre-qualified Products Lists (PQL), including products on the Prequalified and Tested Signing and Delineation Materials list. For each type of product supplied from the PQL, the manufacturer shall furnish, to the Resident Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-3.05E, “Certificates of Compliance”, of the Caltrans Standard Specifications.

Products not included in the PQL may be used in the work provided the products conform to the requirement of the Caltrans Standard Specifications and Special Provisions. Materials and products may be added to the PQL if the manufacturer submits an inquiry to the New Product Coordinator at the Transportation Laboratory, Department of Transportation. Approval of materials or products will depend upon compliance with the California Department of Transportation New Product Evaluation Guidelines dated July 2009.

### 85-1.02A General. ADD the following:

#### TYPE OF MARKERS:

TYPE A – Non-reflective White Markers

TYPE AY – Non-Reflective Yellow Markers

TYPE C – Red-Clear Retroreflective Markers

TYPE D – 2-Way Yellow Retroreflective Markers

TYPE G – One-Way Clear Retroreflective Markers

TYPE H – One-Way Yellow Retroreflective Markers

TYPE I – 2-Way Blue Retroreflective Markers

#### TEMPORARY MARKERS

Temporary pavement markers shall be Bunzl Extrusion Model T.O.M., or an approved equal. Reflective temporary pavement markers shall be two-way amber or one-way white to match existing delineation of the traffic stripe and pavement marking. Non-reflective temporary pavement markers shall be one-way white. Payment for all work, materials, labor, costs, and time associated with placing temporary markers shall be included in the unit Bid item for PCC Street Panel Replacement

**85-1.02C RETROREFLECTIVE PAVEMENT MARKERS.** ADD the following:

Pavement marker height shall be 0.70" maximum. "Low profile" type markers will not be accepted.

**85-1.03A General.** ADD the following:

Pressure sensitive adhesive pad types shall not be used.

The control lines for placing markers shall be the existing traffic stripes, a theoretical extension thereof, or as directed by the Engineer. With the exception of Two-Way Blue Retroreflective Markers located adjacent to all fire hydrants within the project limits, the Contractor will not be required to place pavement markers on roads that are not striped.

Upon completion of the street panel replacement, the Contractor shall install new Pavement Markers in accordance with California Department of Transportation Standard Plans A20 A-D and this Contract. The Contractor shall install Two-Way Blue Retroreflective markers at each fire hydrant, within the project limits, in accordance with the City of San Diego Standard Drawing number SDW-104 or as directed by the Engineer. These standards may require the installation of additional markers that were not pre-existing.

Markers shall not be placed in the following locations, unless otherwise directed by the Engineer:

1. On raised medians.
2. Adjacent to raised medians, which are not supplemented by left-edge striping.
3. Adjacent to right-edge striping.

Placement of all required pavement markers shall be completed within 15 calendar days after the concrete has been placed on each road segment. In the event pavement markers are not applied within the time restraints specified in this contract, the City may suspend or cease sealing operations until such time all required pavement markers have been placed to the satisfaction of the Resident Engineer.

**PLACEMENT OF TEMPORARY MARKERS**

Upon completion of the street panel replacement, the Contractor shall establish the alignment and installation of temporary pavement markers. The placement of the temporary markers shall be an accurate representation of the striping and markings that existed prior to the panel replacement. The temporary pavement markers shall be in place prior to allowing vehicles to resume the use of the travel way.

Temporary pavement markers shall be used for traffic stripes (traffic lines), edge lanes as defined herein, on the striped edge of the lanes at gore areas that separate traffic at exit and entrance ramps, and on pavement markings.

Traffic stripes (traffic lines) are defined as longitudinal centerlines and lane lines which separate traffic lanes in the same or opposing direction of travel. Reflective temporary pavement markers shall be used on traffic stripes. Non-reflective temporary pavement markers shall be used on longitudinal edge lines that mark the edge of the traveled way.

Pavement markings are defined as transverse markings which include, but are not limited to, word and symbol markings, limit lines (stop lines), crosswalk lines, shoulder markings, parking stall markings, railroad crossing markings, speed bump and lump markings, and bike lane symbols.

The markers shall be installed in accordance with the manufacturer's installation procedure instructions.

Temporary pavement markers shall be maintained in place and clearly visible from both directions of traffic, until final traffic striping and pavement marking has been completed on each road segment. Upon completion of striping and marking of each road segment, any remaining temporary markers, located outside of a painted area or pavement marking, shall be removed by the Contractor without damage to the concrete.

Nothing in these specifications shall be construed as reducing the minimum standards specified in Part 6, "Temporary Traffic Control" of the "California Manual on Uniform Traffic Control Devices" 2012 Edition, or as relieving the Contractor of responsibility as provided in Section 7-1.04, "Public Safety", of the Caltrans Standard Specifications.

**85-1.04 PAYMENT.** ADD the following:

All work, materials, labor, costs, and time associated with removal and replacement of pavement markers shall be included in unit bid item for "Remove and Replace Traffic Striping and Pavement Markings".

All work, materials, labor, costs, and time associated with installation and removal of temporary pavement markers shall be included in unit bid item for Remove and Replace Traffic Striping and Pavement Markings



**APPENDIX E**  
**ASPHALT OVERLAY GROUP 1502 PROJECT LIST**

Street Name	From	To
BLACK MTN RD	MERCY RD	CANYONSIDE PARK DY
CLAYTON DR	MIRAMAR RD	ACTIVITY RD
BLACK MTN RD	ROCKFIELD WY	WESTVIEW PY
BLACK MTN RD	MORNING BREEZE WY	CAPRICORN WY
BLACK MTN RD	GALVIN AV	LONGRIDGE WY
BLACK MTN RD	CAPRICORN WY	ROCKFIELD WY
BLACK MTN RD	HILLERY DR	MIRA MESA BL
BLACK MTN RD	GEMINI AV	GALVIN AV
BLACK MTN RD	GOLD COAST DR	HILLERY DR
BLACK MTN RD	CARROLL CENTRE RD	MAYA LINDA RD
BLACK MTN RD	MAYA LINDA RD	CARROLL CANYON RD
BLACK MTN RD	CARROLL CANYON RD	GOLD COAST DR
CARROLL CANYON RD	BLACK MTN RD	MAYA LINDA RD
CANDIDA ST	TIERRA GRANDE ST	KEARNY VILLA RD
PADGETT ST	MIRAMAR RD	ACTIVITY RD
TIERRA GRANDE ST	CANDIDA ST	KEARNY VILLA RD
CLIFFRIDGE AV	CLIFFRIDGE CT	NOTTINGHAM PL
CLIFFRIDGE AV	CLIFFRIDGE WY	CLIFFRIDGE CT
CLIFFRIDGE AV	CLIFFRIDGE LN	CLIFFRIDGE WY
CLIFFRIDGE CT	CLIFFRIDGE AV	END
CLIFFRIDGE LN	CLIFFRIDGE AV	END
CLIFFRIDGE WY	CLIFFRIDGE AV	END
NOTTINGHAM PL	CLIFFRIDGE AV	SUGARMAN DR
NAUTILUS ST	NEPTUNE PL	LA JOLLA BL
FAY AV	RUSHVILLE ST	GENTER ST
NAUTILUS ST	DRAPER AV	FAY AV
NAUTILUS ST	LA JOLLA BL	DRAPER AV
GRAND AV	OLNEY ST	QUINCY ST
GRAND AV	NOYES ST	OLNEY ST
FORTUNA AV	MORRELL ST	CROWN POINT DR
FORTUNA AV	HONEYCUTT ST	MORRELL ST
FORTUNA AV	SEQUOIA ST	LAMONT ST
FORTUNA AV	LAMONT ST	HONEYCUTT ST
GRAND AV	MORRELL ST	NOYES ST
LAMONT ST	FORTUNA AV	CHICO ST
LAMONT ST	CHICO ST	PACIFIC BEACH DR
LAMONT ST	ROOSEVELT AV	FORTUNA AV
BALBOA AV	MORAGA AV	BALBOA TR
BUNKER HILL ST	PRINCETON AV	MOULTRIE AV
BUNKER HILL ST	ETHAN ALLEN AV	PRINCETON AV

Street Name	From	To
BUNKER HILL ST	PAUL JONES AV	ETHAN ALLEN AV
ETHAN ALLEN AV	TICONDEROGA ST	BUNKER HILL ST
ETHAN ALLEN AV	BUNKER HILL ST	BRANDYWINE ST
MOULTRIE AV	BUNKER HILL ST	BRANDYWINE ST
PAUL JONES AV	BUNKER HILL ST	BRANDYWINE ST
PRINCETON AV	BUNKER HILL ST	BRANDYWINE ST
PRINCETON AV	TICONDEROGA ST	BUNKER HILL ST
TICONDEROGA ST	ETHAN ALLEN AV	PRINCETON AV
TICONDEROGA ST	MORENA BL	ETHAN ALLEN AV
TICONDEROGA ST	PRINCETON AV	MOULTRIE AV
TRENTON AV	BRANDYWINE ST	MT LAURENCE DR
MT ALADIN AV	MT ARARAT DR	MT BLANCA DR
MT ALADIN AV	ACWORTH AV	MT ARARAT DR
MT ABBEY AV	MT AACHEN AV	ACWORTH AV
BALBOA ARMS DR	DERRICK DR	MT ABERNATHY AV
MT ABBEY AV	MT ACKERLY DR	MT ARARAT DR
MT ABBEY AV	ACWORTH AV	MT ACARA DR
MT ABBEY AV	ACCOMAC AV	MT ACKERLY DR
MT ABBEY AV	MT ACARA DR	ACCOMAC AV
GENESEE AV	LINDA VISTA RD	WHITNEY ST
GENESEE AV	RICHLAND ST	LINDA VISTA RD
BANTAM AV	MARATHON DR	HARCOURT DR
BANTAM AV	HARCOURT DR	PALACE DR
HARCOURT DR	PODELL AV	YOLANDA AV
MARATHON DR	RONDA AV	BANTAM AV
MISSION VILLAGE DR	FRIARS RD RA	RONDA AV
PALACE DR	RONDA AV	BANTAM AV
PODELL AV	HARCOURT DR	END
GOODWICK CT	HARCOURT DR	END
HARCOURT DR	GOODWICK CT	PODELL AV
MISSION VILLAGE DR	SAN DIEGO MISSION RD	FRIARS RD RA
MISSION VILLAGE DR	FRIARS RD RA	FRIARS RD
MISSION VILLAGE DR	FRIARS RD	FRIARS RD RA
WENRICH DR	ARBOLES ST	SNOWBOND ST
JACKSON DR	HYDE PARK DR	NAVAJO RD
NAVAJO RD	PARK RIDGE BL	JACKSON DR
JACKSON DR	GOLFCREST DR	HYDE PARK DR
JACKSON DR	LAKE MURRAY (SE FTG) BL	LAKE MURRAY BL
JACKSON DR	BLUE LAKE DR	LAKE MURRAY (SE FTG) BL
WEST POINT LOMA BL	MUIR AV	SPRAY ST

Street Name	From	To
WEST POINT LOMA BL	LOTUS ST	VOLTAIRE ST
WEST POINT LOMA BL	VOLTAIRE ST	MUIR AV
WEST POINT LOMA BL	ABBOTT ST	LOTUS ST
WEST POINT LOMA BL	GREENE ST	SUNSET CLIFFS BL
WEST POINT LOMA BL	SUNSET CLIFFS BL	CABLE ST
WEST POINT LOMA BL	CASTELAR ST	LARKSPUR ST
WEST POINT LOMA BL	EBERS ST	GREENE ST
WABASKA DR	UDALL ST	VOLTAIRE ST
XENOPHON ST	WORDEN ST	END
CENTRALOMA DR	CHATSWORTH BL	NIMITZ BL
QUIMBY ST	BEGIN	CAPISTRANO ST
WABASKA DR	WELLS ST	UDALL ST
WABASKA DR	ALICIA DR	WELLS ST
WORDEN ST	BEGIN	UDALL ST
WORDEN ST	VOLTAIRE ST	XENOPHON ST
WORDEN ST	UDALL ST	VOLTAIRE ST
SPORTS ARENA BL	HANCOCK ST	MIDWAY DR
CHATSWORTH BL	BROWNING ST	CURTIS ST
CHATSWORTH BL	ZOLA ST	ALCOTT ST
SPORTS ARENA BL	KEMPER ST	HANCOCK ST
ROSECRANS ST	MIDWAY DR	ROSECRANS (FTG) ST
ROSECRANS ST	ROSECRANS (FTG) ST	CAM DEL RIO WEST
SPORTS ARENA BL	CAM DEL RIO WEST	KEMPER ST
FALCON ST	BEGIN	W REDWOOD ST
W REDWOOD ST	REYNARD WY	FALCON ST
FRIARS RD RA	FRIARS RD	MISSION CENTER RD
MONROE AV	MARYLAND ST	CLEVELAND AV
QUALCOMM WY	CAM DE LA REINA	RIO SAN DIEGO DR
MEADE AV	MISSION AV	GEORGIA ST
MEADE AV	FLORIDA ST	ALABAMA ST
MEADE AV	GEORGIA ST	FLORIDA ST
MEADE AV	ALABAMA ST	MISSISSIPPI ST
VAN BUREN AV	CLEVELAND AV	CAMPUS AV
INDIANA ST	CYPRESS AV	PARK BL
INDIANA ST	MYRTLE AV	CYPRESS AV
QUALCOMM WY	TEXAS ST	CAM DEL RIO NORTH
IDAHO ST	ADAMS AV	COLLIER AV
IDAHO ST	MADISON AV	ADAMS AV
TEXAS ST	CAM DEL RIO SOUTH	QUALCOMM WY
IDAHO ST	EL CAJON BL	MEADE AV

Street Name	From	To
IDAHO ST	MONROE AV	MADISON AV
IDAHO ST	MEADE AV	MONROE AV
MEADE AV	IDAHO ST	UTAH ST
MEADE AV	HAMILTON ST	OREGON ST
MEADE AV	TEXAS ST	ARIZONA ST
MEADE AV	ARIZONA ST	HAMILTON ST
MEADE AV	OREGON ST	IDAHO ST
MEADE AV	MISSISSIPPI ST	LOUISIANA ST
CAPPS ST	28TH ST	UTAH ST
LANDIS ST	PERSHING AV	28TH ST
LANDIS ST	ARIZONA ST	ARNOLD AV
LANDIS ST	ARNOLD AV	VILLA TR
LANDIS ST	28TH ST	UTAH ST
MEADE AV	UTAH ST	KANSAS ST
MEADE AV	30TH ST	OHIO ST
MEADE AV	ILLINOIS ST	BOUNDARY ST
MEADE AV	KANSAS ST	30TH ST
BENTON PL	EAST MTN VIEW DR	35TH ST
CROMWELL CT	CROMWELL PL	END
ADAMS AV	KENSINGTON DR	MARLBOROUGH DR
BELMONT AV	EAST MTN VIEW DR	39TH ST
CIRCLE DR	39TH ST	39TH ST
COPLEY AV	EAST MTN VIEW DR	END
MERIVALE AV	EAST MTN VIEW DR	39TH ST
ADAMS AV	MARLBOROUGH DR	EDGEWARE RD
ADAMS AV	42ND ST	BIONA DR
ADAMS AV	EDGEWARE RD	42ND ST
43RD ST	ORANGE AV	EL CAJON BL
FAIRMOUNT AV	GLENFIELD ST	MANZANITA PL
FAIRMOUNT AV	MAPLE ST	COLUMBINE ST
FAIRMOUNT AV	LAUREL ST	MAPLE ST
LAUREL ST	SUMAC DR	FAIRMOUNT AV
PEPPER DR	SNOWDROP ST	COLUMBINE ST
HIGHLAND AV	MAPLE ST	OLIVE ST
HIGHLAND AV	BEGIN	MAPLE ST
CARLETON SQ	CARLETON ST	END
CARLETON SQ	BEGIN	CARLETON ST
CARLETON SQ	BEGIN	END
CARLETON SQ	BEGIN	END
CARLETON SQ	BEGIN	END

Street Name	From	To
CARLETON ST	CARLETON SQ	CARLETON SQ
EMERSON ST	CARLETON ST	ADDISON ST
ADDISON ST	CLOVE ST	EMERSON ST
CARLETON ST	EMERSON ST	FENELON ST
CARLETON ST	CARLETON SQ	LIGGETT DR
GARRISON PL	GARRISON ST	END
GARRISON ST	CLOVE ST	LIGGETT DR
GARRISON ST	GARRISON PL	CHATSWORTH BL
GARRISON ST	LIGGETT DR	GARRISON PL
HUGO ST	CLOVE ST	END
LIGGETT DR	GARRISON ST	CARLETON ST
LIGGETT DR	CLOVE ST	GARRISON ST
WILLOW ST	LOWELL ST	END
CARLETON ST	WILLOW ST	PLUM ST
CARLETON ST	PLUM ST	CLOVE ST
CARLETON ST	CLOVE ST	EMERSON ST
W BROADWAY	INDIA ST	KETTNER BL
W BROADWAY	01ST AV	FRONT ST
W BROADWAY	COLUMBIA ST	INDIA ST
W BROADWAY	STATE ST	COLUMBIA ST
W BROADWAY	FRONT ST	UNION ST
W BROADWAY	UNION ST	STATE ST
IMPERIAL AV	12TH AV	13TH ST
IMPERIAL AV	13TH ST	14TH ST
IMPERIAL AV	11TH AV	12TH AV
PARK BL	K ST	J ST
21ST ST	ISLAND AV	MARKET ST
20TH ST	K ST	J ST
20TH ST	L ST	K ST
20TH ST	J ST	ISLAND AV
20TH ST	IMPERIAL AV	L ST
20TH ST	COMMERCIAL ST	IMPERIAL AV
21ST ST	K ST	J ST
21ST ST	L ST	K ST
21ST ST	J ST	ISLAND AV
21ST ST	COMMERCIAL ST	IMPERIAL AV
21ST ST	IMPERIAL AV	L ST
IMPERIAL AV	14TH ST	15TH ST
IMPERIAL AV	15TH ST	16TH ST
ISLAND AV	22ND ST	24TH ST

Street Name	From	To
ISLAND AV	20TH ST	21ST ST
ISLAND AV	21ST ST	22ND ST
J ST	15TH ST	16TH ST
J ST	16TH ST	17TH ST
S 20TH ST	20TH ST	END
S 21ST ST	21ST ST	JULIAN AV
B ST	27TH ST	28TH ST
24TH ST	ISLAND AV	MARKET ST
24TH ST	MARKET ST	G ST
24TH ST	K ST	J ST
24TH ST	J ST	ISLAND AV
24TH ST	L ST	K ST
24TH ST	COMMERCIAL ST	IMPERIAL AV
24TH ST	IMPERIAL AV	L ST
ISLAND AV	24TH ST	25TH ST
J ST	24TH ST	25TH ST
J ST	25TH ST	26TH ST
FIR ST	DALE ST	30TH ST
FIR ST	30TH ST	FERN ST
B ST	28TH ST	29TH ST
B ST	29TH ST	30TH ST
B ST	30TH ST	31ST ST
IMPERIAL AV	30TH ST	31ST ST
IMPERIAL AV	29TH ST	30TH ST
L ST	PARDEE ST	36TH ST
L ST	35TH ST	PARDEE ST
PARDEE ST	L ST	K ST
PARDEE ST	TOMPKINS ST	L ST
S 32ND ST	32ND ST	WEBSTER AV
S 32ND ST	WEBSTER AV	CLAY AV
OCEAN VIEW BL	S BANCROFT ST	S 33RD ST
S 32ND ST	MARTIN AV	GREELY AV
S 32ND ST	GREELY AV	LOGAN AV
S 32ND ST	MARTIN AV	MARTIN AV
S 32ND ST	LOGAN AV	NATIONAL AV
S 32ND ST	OCEAN VIEW BL	VALLE AV
S 32ND ST	FRANKLIN AV	OCEAN VIEW BL
S 32ND ST	CLAY AV	FRANKLIN AV
COLONIAL AV	ROWAN ST	END
TULIP ST	SYCAMORE DR	PEPPER DR

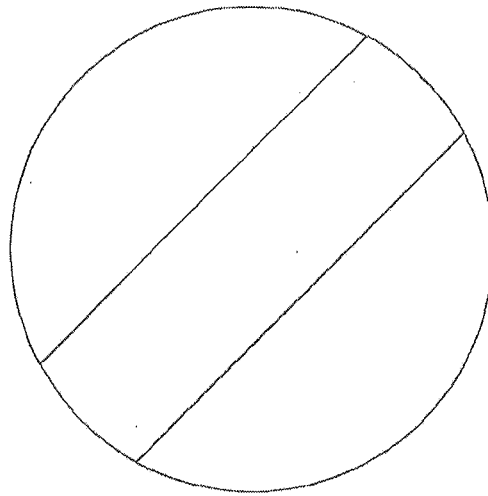
Street Name	From	To
WESTGATE PL	BEGIN	39TH ST
38TH ST	ASH ST	BEECH ST
BEECH ST	38TH ST	HOME AV
CACTUSRIDGE CT	CACTUSRIDGE ST	END
CACTUSVIEW DR	CACTUSRIDGE ST	PARROT ST
PARROT ST	CACTUSRIDGE ST	ROWAN ST
PARROT ST	CACTUSVIEW DR	CACTUSRIDGE ST
WHITE SAGE LN	BRIDGEVIEW DR	CACTUSRIDGE ST
CORDREY CT	BEGIN	TRAILING DR
FAIRMOUNT AV	HOME AV	LAUREL ST
HOME AV	HIXSON AV	FAIRMOUNT AV
LAUREL ST	FAIRMOUNT AV	END
TRAILING DR	SPRINGER RD	HIXSON AV
TRAILING DR	CORDREY CT	SPRINGER RD
TRAILING DR	CRENSHAW ST	TULIP ST
TULIP ST	RALENE ST	SYCAMORE DR
HOME AV	SPILLMAN DR	HIXSON AV
MORRISON ST	F ST	HILLTOP DR
MORRISON ST	MARKET ST	F ST
TOYNE ST	F ST	HILLTOP DR
IMPERIAL AV	MESSINA WY	END
IMPERIAL AV	S 40TH ST	MESSINA WY
KEELER AV	KEELER CT	S 43RD ST
IMPERIAL AV	MARKETPLACE AV	45TH ST
IMPERIAL AV	WEST ST	47TH ST
OCEAN VIEW BL	S 48TH ST	GLORIA ST
S 49TH ST	PALIN ST	REYNOLDS ST
S 49TH ST	LOGAN AV	PALIN ST
S WILLIE JAMES JONES AV	PALIN ST	REYNOLDS ST
S 48TH ST	BEGIN	SOLOLA AV
S 49TH ST	REYNOLDS ST	SOLOLA AV
S 49TH ST	SOLOLA AV	END
S WILLIE JAMES JONES AV	REYNOLDS ST	SOLOLA AV
54TH ST	SANTA MARGARITA ST	IMPERIAL AV
55TH ST	AMANDA ST	IMPERIAL AV
55TH ST	SANTA MARGARITA ST	AMANDA ST
AMANDA ST	55TH ST	END
LAS FLORES TR	CHURCHWARD ST	TRINIDAD WY
SANTA MARGARITA ST	55TH ST	END
ELK ST	LAS FLORES ST	CHURCHWARD ST



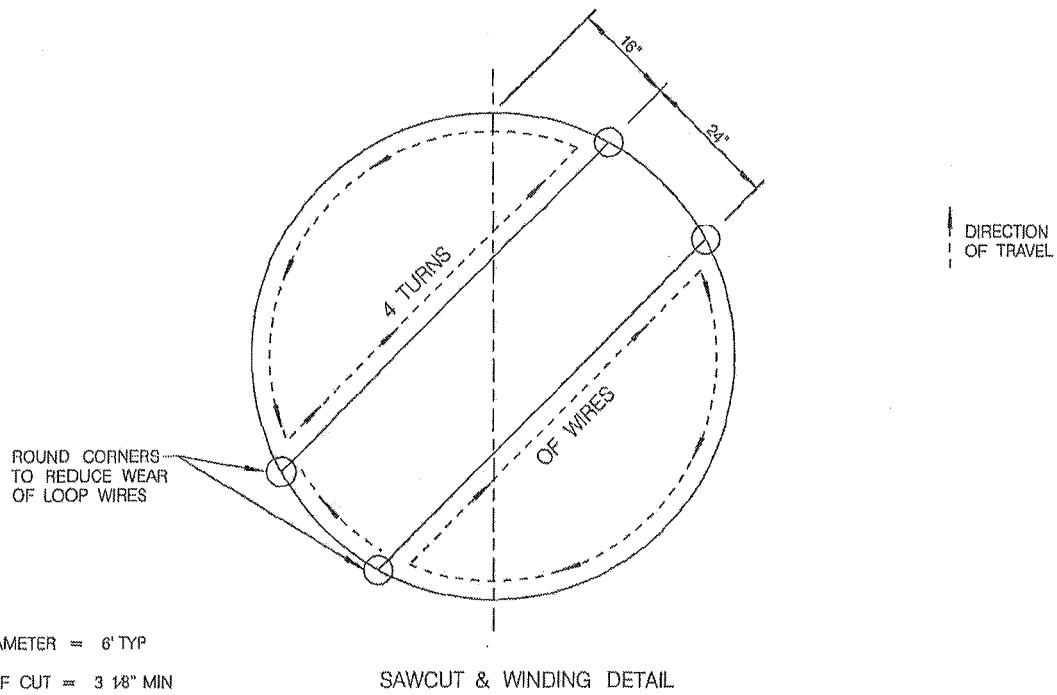
Street Name	From	To
ALTA VIEW DR	LEYTE POINT DR	ALSACIA ST
ALTA VIEW DR	DUSK DR	LEYTE POINT DR
ANZA DR	BEACON DR	RYTKO ST
ANZA DR	RYTKO ST	BONSALL ST
GUATAY ST	BONSALL ST	GLENCOE DR
JAMACHA RD	MEADOWBROOK DR	BEACON DR
JAMACHA RD	JOANNA DR	MEADOWBROOK DR
MEADOWBROOK CT	SAN VICENTE WY	END
MEADOWBROOK CT	MEADOWBROOK DR	SAN VICENTE WY
MEADOWBROOK DR	SAN VICENTE ST	GLOAMING AV
MEADOWBROOK DR	GLOAMING AV	MEADOWBROOK CT
PALA ST	RYTKO ST	BONSALL ST
PALA ST	BEGIN	RYTKO ST
BLACKPOOL RD	DEEROCK PL	MEADOWBROOK DR
BLOOMFIELD RD	DEEROCK PL	MEADOWBROOK DR
DEEROCK PL	SKYLINE DR	GRIBBLE ST
DEEROCK PL	BLACKPOOL RD	END
DEEROCK PL	GRIBBLE ST	BLOOMFIELD RD
DEEROCK PL	HUNTHAVEN RD	BLACKPOOL RD
DEEROCK PL	BLOOMFIELD RD	HUNTHAVEN RD
GRIBBLE ST	OLD OAK DR	DEEROCK PL
GRIBBLE ST	SIENA ST	OLD OAK DR
MEADOWBROOK DR	SAN FELIPE ST	KNOLLWOOD RD
OLD OAK DR	GRIBBLE ST	BRONTE PL
BILLOW DR	SAN VICENTE ST	WADE ST
ENCINITAS AV	SAN VICENTE ST	SUNNYSIDE AV
GLENCOE DR	SAN VICENTE ST	GUATAY ST
GUATAY ST	GLENCOE DR	JACUMBA ST
JACUMBA ST	SABRE ST	GUATAY ST
MEADOWBROOK DR	GRIBBLE ST	BLOOMFIELD RD
MEADOWBROOK DR	S MEADOWBROOK DR	GRIBBLE ST
CALLE GAVIOTA	SEASCAPE DR	RANCHO HILLS DR
CALLE GAVIOTA	ROANOKE ST	SEASCAPE DR
RANCHO HILLS DR	REO DR	CALLE GAVIOTA
ROANOKE ST	MORNINGSIDE ST	REO DR
MORNINGSIDE ST	CALLE SALIDA DEL SOL	CALLE CASAS BONITAS
MORNINGSIDE ST	ROANOKE ST	RANCHO HILLS DR
MORNINGSIDE ST	CALLE CASAS BONITAS	SEDGEWICK ST
MANOS DR	DEMETER WY	ARES WY
MANOS DR	ARES WY	PETTIGO DR

Street Name	From	To
MANOS DR	PETTIGO DR	LANDSCAPE DR
MANOS DR	DORIA WY	ACROPOLIS PL
MANOS DR	ACROPOLIS PL	DEMETER WY
MANOS DR	CHADWICK AV	DARDAINA DR
MANOS DR	DARDAINA DR	DORIA WY

**APPENDIX F**  
**TYPE E MODIFIED LOOP**



PLAN DRAWING SYMBOL



NOTES:

1. LOOP DIAMETER = 6' TYP
2. DEPTH OF CUT = 3 1/8" MIN
3. NO LOOPS SHALL BE CUT INTO BRIDGE DECKS

SAWCUT & WINDING DETAIL

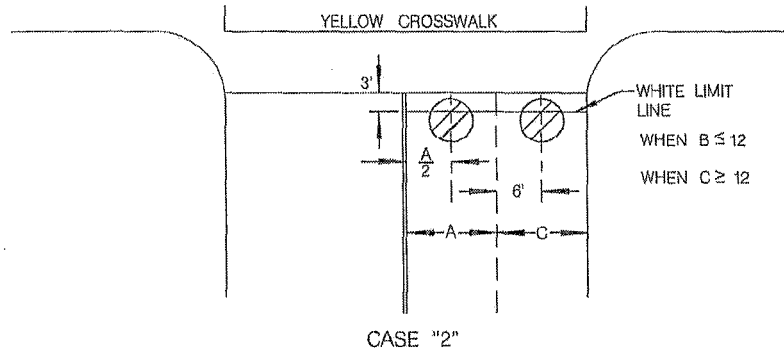
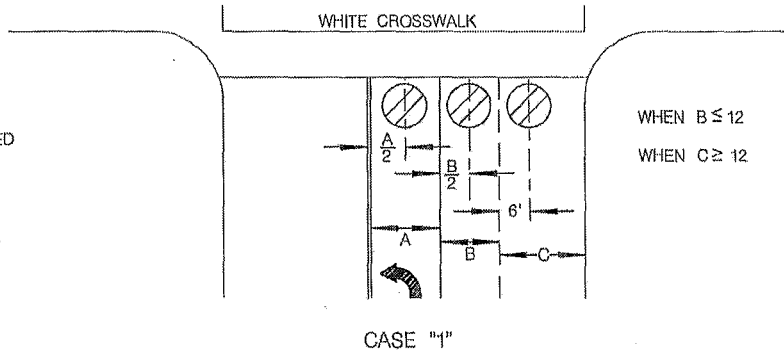
MODIFIED TYPE E LIMIT LINE / CROSSWALK DETECTOR

SHEET 1 OF 2

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL	KA	J. NAGELVOORT	01/12		<i>J. Nagelvoort</i>	12/17/2012
UPDATE	KA	J. NAGELVOORT	12/12	<b>TYPE E MODIFIED LOOP</b>	COORDINATOR R.C.E. 65271 DATE	
					DRAWING NUMBER	<b>SDE-104</b>

NOTES:

1. ALL FRONT LOOPS SHALL BE MODIFIED TYPE "E" LOOPS
2. FRONT LOOPS, SHALL BE INSTALLED IN FRONT OF THE LIMIT LINE OR CROSSWALK ACTING AS A LIMIT LINE



FRONT LOOP REPLACEMENT

SHEET 2 OF 2

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL	KA	J. NAGELVOORT	01/12	<b>TYPE E MODIFIED LOOP</b>	<i>H. Hadali</i> 12/17/2012
UPDATE	KA	J. NAGELVOORT	12/12		COORDINATOR R.C.E. 65271 DATE
					DRAWING NUMBER
					<b>SDE-104</b>

**ATTACHMENT F**  
**INTENTIONALLY LEFT BLANK**

# City of San Diego

CITY CONTACT: Eleida Felix Yackel - Contract Specialist, Email: EFelixYackel@sandiego.gov  
Phone No. (619) 533-3449, Fax No. (619) 533-3633

## ADDENDUM "B"

FOR

Asphalt Overlay Group 1502



BID NO.: K-15-1351-DBB-3  
SAP NO. (WBS/IO/CC): B-15130  
CLIENT DEPARTMENT: 2116  
COUNCIL DISTRICT: CITYWIDE  
PROJECT TYPE: ID

### BID DUE DATE:

2:00 PM  
MARCH 20, 2015  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTS  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101

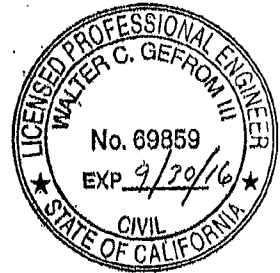
# ENGINEER OF WORK

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

Walter G. Gefrom III  
For City Engineer

3/9/2015  
Date

Seal





# City of San Diego

CITY CONTACT: Elcida Felix Yackel - Contract Specialist, Email: EFelixYackel@sandiego.gov  
Phone No. (619) 533-3449, Fax No. (619) 533-3633

## ADDENDUM "A"

FOR

Asphalt Overlay Group 1502



BID NO.: K-15-1351-DBB-3  
SAP NO. (WBS/IO/CC): B-15130  
CLIENT DEPARTMENT: 2116  
COUNCIL DISTRICT: CITYWIDE  
PROJECT TYPE: ID

---

### **BID DUE DATE:**

**2:00 PM  
MARCH 20, 2015  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTS  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**

**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.

James Nagelvoort, Director  
Public Works Department

Dated: *March 2, 2015*  
San Diego, California

JN/BD/Lad

## Secretary's Certificate

The undersigned, W.S. Rogers, Secretary of Hazard Construction Company, a California Corporation, (the "Corporation"), does hereby certify that the following are true and complete resolutions which were unanimously adopted at a special meeting of the Board of Directors of the Corporation on the first day of April 2014, and that such resolutions have not been amended or modified and continue to be in full force and effect as of this date:

RESOLVED, that the Corporation execute and deliver certain contracts in the form required.

FURTHER RESOLVED, that the Chairman, President, or the Executive Vice President, or in their absence, either of the Senior Vice Presidents, or in their absence, the Vice President, or in his absence the Treasurer, be and hereby is authorized and empowered in the name and on behalf of this Corporation to execute contracts and to deliver the contracts on behalf of the Corporation and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of the contracts, including, but not limited to executing and delivering all agreements and documents contemplated by the contracts.

In witness whereof, I have hereunder set my hand as Secretary of the above Corporation this first day of April 2014.

  
Secretary

Dir License ✓ Efy

PRR

# City of San Diego

CONTRACTOR'S NAME: SRM Contracting and Paving  
 ADDRESS: 7192 Mission Gorge Rd., San Diego, CA 92120  
 TELEPHONE NO.: 619-265-0955 FAX NO.: 619-583-3147  
 CITY CONTACT: EFelixYackel - Contract Specialist, Email: EFelixYackel@sandiego.gov  
Phone No. (619) 533-3449, Fax No. (619) 533-3633  
I,Shamoun/BDorlingo/Lad

## CONTRACT DOCUMENTS FOR



### Asphalt Overlay Group 1502

VOLUME 2 OF 2

BID NO.: K-15-1351-DBB-3  
 SAP NO. (WBS/IO/CC): B-15130  
 CLIENT DEPARTMENT: 2116  
 COUNCIL DISTRICT: CITYWIDE  
 PROJECT TYPE: ID

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE  FEDERAL
- APPRENTICESHIP.
- THIS IS A TRASNET, PROP A AND PROP 42 FUNDED CONTRACTS 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.....	16
8. Form AA40 - Named Equipment/Material Supplier List.....	17

**BIDDING DOCUMENTS**

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**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 Superior Ready Mix Concrete, LP, dba  
SRM Contracting and Paving

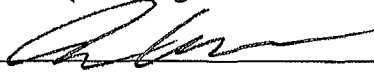
**BIDDING DOCUMENTS**

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

J. Browner Investments, Inc. - General Partner  
JBCHC Limited Partnership - Limited Partner

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



Full Name and Character of partner

Arnold Veldkamp  
Secretary

(4) Place of Business (Street & Number) 7192 Mission Gorge Rd

(5) City and State San Diego, CA Zip Code 92120

(6) Telephone No. 619-265-0955 Facsimile No. 619-583-3147

(7) Email Address bbutler@srmcp.com

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of \_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

(7) Email Address \_\_\_\_\_

SUPERIOR READY MIX CONCRETE, L. P.  
DBA ~ SRM CONTRACTING & PAVING  
A California Limited Partnership  
1508 W. Mission Road  
Escondido, CA 92029

**General Partner:**

J. BROUWER INVESTMENTS, INC., A California Corporation  
Jacob Brouwer, President  
Garret Brouwer, Vice President  
Arnold Veldkamp, Secretary  
Brent Cooper, V. P.  
Address: 1508 W. Mission Road, Escondido, CA 92029

**Limited Partner:**

JBCHC LIMITED PARTNERSHIP, A California Limited Partnership  
Jacob Brouwer, General Partner  
Address: 1508 W. Mission Road, Escondido, CA 92029





BIDDING DOCUMENTS

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That Superior Ready Mix Concrete L.P. dba SRM Contracting & Paving as Principal, and Nationwide Mutual 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 Asphalt overlay Group 1502


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 10th day of February, 2015

Superior Ready Mix Concrete L.P. dba

SRM Contracting & Paving (SEAL)  
(Principal)

Nationwide Mutual Insurance Company (SEAL)  
(Surety)

By:   
(Signature)

**Arnold Veldkamp, Secretary**

By:   
(Signature)

Keith E. Clements, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Farmland Mutual Insurance Company, an Iowa corporation  
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation  
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Keith E. Clements, La Mesa, CA

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Four Million Dollars and NO/100

\$4,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13<sup>th</sup> day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company



### ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13<sup>th</sup> day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz  
Notarial Seal - Iowa  
Commission Number 152785  
My Commission Expires March, 24, 2017

Notary Public  
My Commission Expires  
March 24, 2017

### CERTIFICATE

I, Robert W. Horner, III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 10<sup>th</sup> day of February, 2015.

  
Secretary

This Power of Attorney Expires March 24, 2017

BDJ 1(03-14) 00

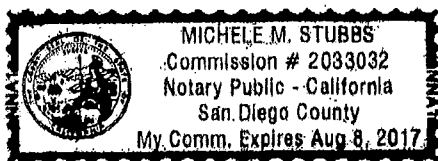
## ACKNOWLEDGMENT

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

State of California  
County of San Diego

On February 10, 2015 before me, Michele M. Stubbs, Notary Public, personally appeared Arnold Veldkamp, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Michele M. Stubbs

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.

ACKNOWLEDGMENT

State of California  
County of San Diego

On February 10, 2015 before me, Diana Kelly, Notary Public, personally appeared Keith E. Clements 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.



Diana Kelly

**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.

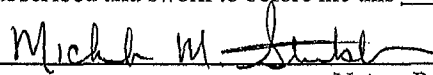
County of San Diego )

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

Signed: 

Title: Secretary

Subscribed and sworn to before me this 13<sup>th</sup> day of March, 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: SRM Contracting and Paving

Certified By Arnold Veldkamp Title Secretary  
Name

 Date 3/13/15  
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: <b>SRM Contracting and Paving</b>	Contact Name: <b>Bill Butler</b>
Company Address: <b>7192 Mission Gorge Rd. San Diego, CA 92120</b>	Contact Phone: <b>619-265-0955</b>
	Contact Email: <b>bbutler@srmap.com</b>

**CONTRACT INFORMATION**

Contract Title: <b>Asphalt Overlay Group 1502</b>	Start Date:
Contract Number (if no number, state location): <b>B-15130</b>	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](http://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.

<b>Arnold Veldkamp, Secretary</b>		<b>3/13/10</b>
Name/Title of Signatory	Signature	Date

**FOR OFFICIAL CITY USE ONLY**

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

(Rev 02/15/2011)



**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of **Asphalt Overlay Group 1502**, 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
<b>BASE BID</b>							
1	6,350	TONS	237310	302-5.9	Asphalt Concrete Pavement	\$ 65.20	\$ 414,020. <sup>00</sup>
2	77,300	TONS	237310	302-5.9	Asphalt Concrete 3" Inlay	\$ 61.70	\$ 4,769,410. <sup>00</sup>
3	25,000	TONS	237310	302-5.9	Asphalt Concrete 2" Inlay	\$ 65.50	\$ 1,637,500. <sup>00</sup>
4	50	TONS	237310	302-5.9	Asphalt Pavement Repair (Mill & Pave)	\$ 151.00	\$ 7,550. <sup>00</sup>
5	6,380,000	SF	237310	302-1.12	Cold Mill AC Pavement (>1.5" to 3")	\$ 0.22	\$ 1,403,600. <sup>00</sup>
6	31,400	SF	237310	302-6.8	PCC Street Panel	\$ 6.80	\$ 213,520. <sup>00</sup>
7	150	CY	237310	300-2.9	Unclassified Excavation	\$ 42.00	\$ 6,300. <sup>00</sup>
8	7,800	SF	237310	301-2.4	Class II Base	\$ 2.10	\$ 16,380. <sup>00</sup>
9	1,500	TONS	237310	302-5.1.2	Scheduled Base Repair	\$ 137.00	\$ 205,500. <sup>00</sup>
10	200	TONS	237310	302-5.1.2	Unscheduled Base Repair	\$ 204.00	\$ 40,800. <sup>00</sup>
11	100	LF	237310	302-1.12	Removal of Humps & Pavement Irregularities	\$ 21.00	\$ 2,100. <sup>00</sup>

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
12	160	LF	237310	302-5.9	Road Hump Replacement	\$ 69.00	\$ 11,040. <sup>00</sup>
13	422,000	SF	237310	302-7.4	Non-Woven Fiberglass/Polyster Interlayer Paving Mat	\$ 0.22	\$ 92,840. <sup>00</sup>
14	85	EA	238210	302-1.12	Replace Type E Traffic Signal Loops	\$ 203.00	\$ 17,255. <sup>00</sup>
15	192	EA	238210	302-1.12	Replace Type E Modified or Q Traffic Signal Loops	\$ 201.00	\$ 38,592. <sup>00</sup>
16	10	EA	238210	302-1.12	Replace Traffic Loop Conduit Stub	\$ 154.00	\$ 1,540. <sup>00</sup>
17	325	EA	237310	301-1.7	Adjust Manhole Frames	\$ 185.00	\$ 60,125. <sup>00</sup>
18	475	EA	237310	301-1.7	Adjust Valve Covers	\$ 60.00	\$ 28,500. <sup>00</sup>
19	40	EA	541370	309-4	Adjust Survey Monuments	\$ 90.00	\$ 3,600. <sup>00</sup>
20	375	EA	237310	303-5.10.2	Curb Ramp Type "A" or "B" w/stainless Steel Detectable Warning Tiles	\$ 2,560.00	\$ 960,000. <sup>00</sup>
21	100	EA	237310	303-5.10.2	Curb Ramp Type "C1 or C2" w/stainless Steel Detectable Warning Tiles	\$ 2,717.00	\$ 271,700. <sup>00</sup>
22	15	EA	237310	303-5.10.2	Curb Ramp Type "D" w/stainless Steel Detectable Warning Tiles	\$ 2,195.00	\$ 32,925. <sup>00</sup>
23	175	EA	237310	303-5.9	Contractor Date Stamps/Impressions	\$ 157.00	\$ 27,475. <sup>00</sup>
24	1,000	SF	237310	303-5.9	PCC Sidewalk	\$ 8.90	\$ 8,900. <sup>00</sup>

**BIDDING DOCUMENTS**

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
25	1,000	LF	237310	303-5.9	PCC Curb & Gutter	\$ 37.00	\$ 37,000. <sup>00</sup>
26	1,000	SF	237310	303-5.9	PCC Cross Gutter	\$ 15.70	\$ 15,700. <sup>00</sup>
27	1,300	SF	237310	302-6.8	9" PCC Bus Pad	\$ 17.20	\$ 22,360. <sup>00</sup>
28	62	EA	237310	701-13.9.5	Storm Drain Inlet Markers	\$ 17.00	\$ 1,054. <sup>00</sup>
29	1	LS	237310	84-3.07 (APP. D)	Replace Traffic Striping		\$ 96,177. <sup>00</sup>
30	1	LS	237310	84-2.06 (APP. D)	Replace Existing Pavement Markings/Legends		\$ 86,984. <sup>00</sup>
31	1	LS	237310	85-1.09 (APP. D)	Replace Raised Pavement Markers		\$ 8,909. <sup>00</sup>
32	1	LS	237310	701-13.9.5	Water Pollution Control Program Implementation		\$ 525. <sup>00</sup>
33	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$ 525. <sup>00</sup>
34	1	LS	237310	7-10.2.6	Traffic Control		\$ 104,508. <sup>00</sup>
35	1	LS	524126	2-4.1	Bond (Payment and Performance)		\$ 60,000. <sup>00</sup>
36	1	AL		9-3.7	Oil Index Payment -Type II Allowance		\$400,000.00
37	1	AL		9-3.5	Field Orders-Type II Allowance		\$301,760.00
<b>ESTIMATED TOTAL BASE BID:</b>							<b>\$ 11,406,644.<sup>00</sup></b>

**BIDDING DOCUMENTS**

TOTAL BID PRICE FOR BID (Items 1 through 37 inclusive) amount written in words:

eleven million, four hundred and six thousand, six hundred and forty four 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: \*see attachment

J. Brouwer Investments, Inc. - General Partner

JBCHC Limited Partnership - Limited Partner

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.

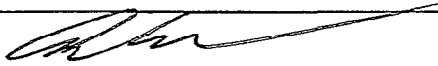
Bidder: Superior Ready Mix Concrete, LP, dba SRM Contracting and Paving

Title: Secretary

Business Address: 7192 Mission Gorge Rd., San Diego, CA 92120

Place of Business: 7192 Mission Gorge Rd., San Diego, CA 92120

Place of Residence: \_\_\_\_\_

Signature: 

SUPERIOR READY MIX CONCRETE, L. P.  
DBA ~ SRM CONTRACTING & PAVING  
A California Limited Partnership  
1508 W. Mission Road  
Escondido, CA 92029

**General Partner:**

J. BROUWER INVESTMENTS, INC., A California Corporation  
Jacob Brouwer, President  
Garret Brouwer, Vice President  
Arnold Veldkamp, Secretary  
Brent Cooper, V. P.  
Address: 1508 W. Mission Road, Escondido, CA 92029

**Limited Partner:**

JBCHC LIMITED PARTNERSHIP, A California Limited Partnership  
Jacob Brouwer, General Partner  
Address: 1508 W. Mission Road, Escondido, CA 92029

## BIDDING DOCUMENTS

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### NOTES:

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

**BIDDING DOCUMENTS**

**LIST OF SUBCONTRACTORS**

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED IN)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK FOR JOINT VENTURE PARTNERSHIP
Name: <u>YBS Concrete Inc.</u> Address: <u>821 Kuhn Drive</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91914</u> Phone: <u>(619) 271-6122</u> Email: _____	Constructor	#885270	Concrete Improvement	\$1,408,600 <sup>0</sup>	ELBE #11YB319	City of San Diego	
Name: <u>Payco Specialties Inc</u> Address: <u>120 North Scard Ave</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>(619) 422-9104</u> Email: _____	Constructor	#298637	Striping Pavement Markers	\$184,762 <sup>00</sup>	SLBE #11PS0239	City of San Diego	

ⓐ 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 |  |         |

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

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

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

**BIDDING DOCUMENTS**

**LIST OF SUBCONTRACTORS**

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

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

NAME ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE CHECKED OFF)	MBE WBE DBE DVBE OBE ELBE SLBE SDB WoSB HUBZone OR SDVOSB	OTHER CERTIFIED	CHECKED JOINT VENTURE PARTNERSHIP
Name: <u>Hms Construction, Inc</u> Address: <u>1047 La Mirada Court</u> City: <u>Vista</u> State: <u>CA</u> Zip: <u>92081</u> Phone: <u>(610) 727-9808</u> Email:	Constructor	#765590	Traffic Signal Loop	\$53,439 <sup>00</sup>	OBE	N/A	
Name: <u>Continental Western Transportation Co</u> Address: <u>P.O. Box 21636</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92196</u> Phone: <u>(659) 268-1151</u> Email:	Constructor	#532967	Interlayer Paving Fabric	\$88,198 <sup>00</sup>	OBE	N/A	

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

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

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

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

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